

## SECTION B – SUPPLIES, SERVICES AND PRICES

**THIS PROCUREMENT VEHICLE IS A RESULT OF ONE OR MORE CONTRACTS ISSUED UNDER A MULTIPLE AWARD SOLICITATION. THIS IS AN INDEFINITE DELIVERY/INDEFINITE QUANTITY TYPE CONTRACT FOR A PERIOD OF PERFORMANCE BEGINNING WITH THE EFFECTIVE DATE OF THE CONTRACT THROUGH 96 MONTHS THEREAFTER.**

**B.1 The Contract Line Item Numbers shown below, in LOTS I, II, III and IV, may be utilized in either Firm Fixed Price (FFP), Cost Plus Fixed Fee (CPFF), and Time and Materials (T&M) for delivery/task orders issued under this contract. Other contract types will be permitted pursuant to clause H.12.**

### LOT I – LIVE (FY00 – FY08)

<u>CLIN</u>	<u>SUPPLIES/SERVICES</u>
0001	Advanced Distributive Learning in accordance with SOW #AMSTI-00-W025, perform tasks/efforts as required by individual delivery/task orders
0002	Ranges and Installation Instrumentation Systems in accordance with SOW #AMSTI-00-W025, perform tasks/efforts as required by individual delivery/task orders
0003	Tactical Engagement Simulator Systems in accordance with SOW #AMSTI-00-W025, perform tasks/efforts as required by individual delivery/task orders
0004	Embedded Training; Embedded Testing in accordance with SOW #AMSTI-00-W025, perform tasks/efforts as required by individual delivery/task orders
0005	Advanced Concepts in accordance with SOW #AMSTI-00-W025, perform tasks/efforts as required by individual delivery/task orders
0006-0016	Reserved

**SECTION B – SUPPLIES, SERVICES AND PRICES****LOT II – VIRTUAL (FY00 – FY08)**CLINSUPPLIES/SERVICES

- 0017 Individual, Crew, Combined Arms Trainers; Individual, Crew, Combined Arms Simulators; Test Systems in accordance with SOW #AMSTI-00-W025, perform tasks/efforts as required by individual delivery/task orders
- 0018 Maintenance and Part Task Trainers; Maintenance and Part Task Simulators in accordance with SOW #AMSTI-00-W025, perform tasks/efforts as required by individual delivery/task orders
- 0019 Simulations and Simulation Systems in accordance with SOW #AMSTI-00-W025, perform tasks/efforts as required by individual delivery/task orders
- 0020 Advanced Concepts in accordance with SOW #AMSTI-00-W025, perform tasks/efforts as required by individual delivery/task orders
- 0021 – 0031 Reserved

**SECTION B – SUPPLIES, SERVICES AND PRICES****LOT III – CONSTRUCTIVE (FY00 – FY08)**CLIN            SUPPLIES/SERVICES

0032            Simulations and Simulation Systems in accordance with SOW #AMSTI-00-W025, perform tasks/efforts as required by individual delivery/task orders

0033            Advanced Concepts in accordance with SOW #AMSTI-00-W025, perform tasks/efforts as required by individual delivery/task orders

0034 – 0044   Reserved

**SECTION B – SUPPLIES, SERVICES AND PRICES****LOT IV – TEST – INSTRUMENTATION (FY00 – FY08)****CLIN            SUPPLIES/SERVICES**

- |           |   |
|-----------|---|
| 0045      | Ranges and Installation Instrumentation Systems in accordance with SOW #AMSTI-00-W025, perform tasks/efforts as required by individual delivery/task orders |
| 0046      | Embedded Training; Embedded Testing in accordance with SOW #AMSTI-00-W025, perform tasks/efforts as required by individual delivery/task orders             |
| 0047      | Advanced Concepts in accordance with SOW #AMSTI-00-W025, perform tasks/efforts as required by individual delivery/task orders                               |
| 0048-0058 | Reserved  |

**LOTS I-IV Not-to-Exceed Ceiling Amount\*****\$4,000,000,000.00**

\* The cumulative total of all delivery/task orders awarded as a result of solicitation N61339-00-R-0014 to all awardees will not exceed \$4,000,000,000 without prior written approval of the PCO (See clause H.2).

Note: Individual task orders may have additional SLINs due to Government Accounting Procedures.

## SECTION B – SUPPLIES, SERVICES AND PRICES

### B.2 PRICING FOR CLINS 0001 THROUGH 0058 (LOTs I-IV)

#### a. CLINS 0001-0016 (LOT I)

CFY 1 (Contract Award – 12 months)

CFY 2 (13 months – 24 months)

CFY 3 (25 months – 36 months)

The following rates will be utilized for all Time and Material task orders for LOT I. The respective labor rates below are fully burdened and fixed per FAR 16.601(a). They are the sole labor rates allowable for all labor hours, prime and subcontractor, billable for T&M task orders. Labor categories not listed below may be needed for a given delivery or task order. Such labor categories will be proposed in delivery or task orders and will be binding for that delivery or task order. Rates will be proposed only for the first three contract fiscal years. Rates for the remaining contract fiscal years may be requested later during the contract period of performance.

#### Time and Material Fully Burdened Labor Rates (Contractor-Site)

LABOR CATEGORY	CFY 1	CFY 2	CFY 3
ANALYST, OPERATIONS RESEARCH, LEVEL 2	\$0.00	\$0.00	\$0.00
ANALYST, TRAINING, LEVEL 2	\$0.00	\$0.00	\$0.00
ASSISTANT, LOGISTICS	\$0.00	\$0.00	\$0.00
COORDINATOR, PROJECT	\$0.00	\$0.00	\$0.00
ENGINEER, ELECTRONICS, LEVEL 2	\$0.00	\$0.00	\$0.00
ENGINEER, NETWORK SYSTEMS	\$0.00	\$0.00	\$0.00
ENGINEER, PROJECT	\$0.00	\$0.00	\$0.00
ENGINEER, SOFTWARE, LEVEL 2	\$0.00	\$0.00	\$0.00
ENGINEER, SYSTEMS, LEVEL 1	\$0.00	\$0.00	\$0.00
ENGINEER, TEST	\$0.00	\$0.00	\$0.00
ENGINEER, VISUAL SYSTEMS	\$0.00	\$0.00	\$0.00
SCIENTIST, COMPUTER, LEVEL 2	\$0.00	\$0.00	\$0.00
SPECIALIST, LOGISTICS MANAGEMENT	\$0.00	\$0.00	\$0.00
SPECIALIST, QUALITY ASSURANCE	\$0.00	\$0.00	\$0.00
ANALYST, MILITARY, LEVEL 1	\$0.00	\$0.00	\$0.00

## SECTION B – SUPPLIES, SERVICES AND PRICES

### B.2 PRICING FOR CLINS 0001 THROUGH 0058 (LOTs I-IV) (Continued)

#### a. CLINS 0001-0016 (LOT I) (Continued)

#### Time and Material Fully Burdened Labor Rates (Contractor-Site) (Continued)

LABOR CATEGORY	CFY 1	CFY 2	CFY 3
DEVELOPER, INSTRUCTIONAL, LEVEL 2	\$0.00	\$0.00	\$0.00
ENGINEER, PRODUCTION	\$0.00	\$0.00	\$0.00
ENGINEER, SAFETY	\$0.00	\$0.00	\$0.00
PROGRAMMER, COMPUTER	\$0.00	\$0.00	\$0.00
SPECIALIST, HUMAN FACTORS	\$0.00	\$0.00	\$0.00
SPECIALIST, TRAINING	\$0.00	\$0.00	\$0.00
SPECIALIST, WEAPONS SYSTEMS	\$0.00	\$0.00	\$0.00
WRITER, TECHNICAL	\$0.00	\$0.00	\$0.00
SPECIALIST, TELECOMMUNICATIONS	\$0.00	\$0.00	\$0.00
TELECOMMUNICATIONS ENGINEER/ANALYST	\$0.00	\$0.00	\$0.00
SENIOR TELECOMMUNICATIONS/NETWORK PROGRAMMER	\$0.00	\$0.00	\$0.00
TELECOMMUNICATIONS INSTALLER	\$0.00	\$0.00	\$0.00

#### Indirect Rates (Applicable to T&M orders)

INDIRECT RATE	CFY 1	CFY 2	CFY 3
MATERIAL HANDLING	0%	0%	0%
G&A	0%	0%	0%

## SECTION B – SUPPLIES, SERVICES AND PRICES

### B.2 PRICING FOR CLINS 0001 THROUGH 0058 (LOTs I-IV) (Continued)

#### b. CLINS 0017-0031 (LOT II)

CFY 1 (Contract Award – 12 months)

CFY 2 (13 months – 24 months)

CFY 3 (25 months – 36 months)

The following rates will be utilized for all Time and Material task orders for LOT II. The respective labor rates below are fully burdened and fixed per FAR 16.601(a). They are the sole labor rates allowable for all labor hours, prime and subcontractor, billable for T&M task orders. Labor categories not listed below may be needed for a given delivery or task order. Such labor categories will be proposed in delivery or task orders and will be binding for that delivery or task order. Rates will be proposed only for the first three contract fiscal years. Rates for the remaining contract fiscal years may be requested later during the contract period of performance.

#### Time & Material Fully Burdened Labor Rates (Contractor-Site)

LABOR CATEGORY	CFY 1	CFY 2	CFY 3
ANALYST, OPERATIONS RESEARCH, LEVEL 2	\$0.00	\$0.00	\$0.00
ANALYST, TRAINING, LEVEL 2	\$0.00	\$0.00	\$0.00
ASSISTANT, LOGISTICS	\$0.00	\$0.00	\$0.00
COORDINATOR, PROJECT	\$0.00	\$0.00	\$0.00
ENGINEER, ELECTRONICS, LEVEL 2	\$0.00	\$0.00	\$0.00
ENGINEER, NETWORK SYSTEMS	\$0.00	\$0.00	\$0.00
ENGINEER, PROJECT	\$0.00	\$0.00	\$0.00
ENGINEER, SOFTWARE, LEVEL 2	\$0.00	\$0.00	\$0.00
ENGINEER, SYSTEMS, LEVEL 1	\$0.00	\$0.00	\$0.00
ENGINEER, TEST	\$0.00	\$0.00	\$0.00
ENGINEER, VISUAL SYSTEMS	\$0.00	\$0.00	\$0.00
SCIENTIST, COMPUTER, LEVEL 2	\$0.00	\$0.00	\$0.00
SPECIALIST, LOGISTICS MANAGEMENT	\$0.00	\$0.00	\$0.00
SPECIALIST, QUALITY ASSURANCE	\$0.00	\$0.00	\$0.00
ANALYST, MILITARY, LEVEL 1	\$0.00	\$0.00	\$0.00

## SECTION B – SUPPLIES, SERVICES AND PRICES

### B.2 PRICING FOR CLINS 0001 THROUGH 0058 (LOTs I-IV) (Continued)

#### b. CLINS 0017-0031 (LOT II) (Continued)

#### Time & Material Fully Burdened Labor Rates (Contractor-Site) (Continued)

LABOR CATEGORY	CFY 1	CFY 2	CFY 3
DEVELOPER, INSTRUCTIONAL, LEVEL 2	\$0.00	\$0.00	\$0.00
ENGINEER, PRODUCTION	\$0.00	\$0.00	\$0.00
ENGINEER, SAFETY	\$0.00	\$0.00	\$0.00
PROGRAMMER, COMPUTER	\$0.00	\$0.00	\$0.00
SPECIALIST, HUMAN FACTORS	\$0.00	\$0.00	\$0.00
SPECIALIST, TRAINING	\$0.00	\$0.00	\$0.00
SPECIALIST, WEAPONS SYSTEMS	\$0.00	\$0.00	\$0.00
WRITER, TECHNICAL	\$0.00	\$0.00	\$0.00
SPECIALIST, TELECOMMUNICATIONS	\$0.00	\$0.00	\$0.00
TELECOMMUNICATIONS ENGINEER/ANALYST	\$0.00	\$0.00	\$0.00
SENIOR TELECOMMUNICATIONS/NETWORK PROGRAMMER	\$0.00	\$0.00	\$0.00
TELECOMMUNICATIONS INSTALLER	\$0.00	\$0.00	\$0.00

#### Indirect Rates (Applicable to T&M orders)

INDIRECT RATE	CFY 1	CFY 2	CFY 3
MATERIAL HANDLING	0%	0%	0%
G&A	0%	0%	0%



## SECTION B – SUPPLIES, SERVICES AND PRICES

### B.2 PRICING FOR CLINS 0001 THROUGH 0058 (LOTS I-IV) (Continued)

#### c. CLINS 0032-0044 (LOT III)

CFY 1 (Contract Award – 12 months)

CFY 2 (13 months – 24 months)

CFY 3 (25 months – 36 months)

The following rates will be utilized for all Time and Material task orders for LOT III. The respective labor rates below are fully burdened and fixed per FAR 16.601(a). They are the sole labor rates allowable for all labor hours, prime and subcontractor, billable for T&M task orders. Labor categories not listed below may be needed for a given delivery or task order. Such labor categories will be proposed in delivery or task orders and will be binding for that delivery or task order. Rates will be proposed only for the first three contract fiscal years. Rates for the remaining contract fiscal years may be requested later during the contract period of performance.

#### Time & Material Fully Burdened Labor Rates (Contractor-Site)

LABOR CATEGORY	CFY 1	CFY 2	CFY 3
ANALYST, OPERATIONS RESEARCH, LEVEL 2	\$0.00	\$0.00	\$0.00
ANALYST, TRAINING, LEVEL 2	\$0.00	\$0.00	\$0.00
ASSISTANT, LOGISTICS	\$0.00	\$0.00	\$0.00
COORDINATOR, PROJECT	\$0.00	\$0.00	\$0.00
ENGINEER, ELECTRONICS, LEVEL 2	\$0.00	\$0.00	\$0.00
ENGINEER, NETWORK SYSTEMS	\$0.00	\$0.00	\$0.00
ENGINEER, PROJECT	\$0.00	\$0.00	\$0.00
ENGINEER, SOFTWARE, LEVEL 2	\$0.00	\$0.00	\$0.00
ENGINEER, SYSTEMS, LEVEL 1	\$0.00	\$0.00	\$0.00
ENGINEER, TEST	\$0.00	\$0.00	\$0.00
ENGINEER, VISUAL SYSTEMS	\$0.00	\$0.00	\$0.00
SCIENTIST, COMPUTER, LEVEL 2	\$0.00	\$0.00	\$0.00
SPECIALIST, LOGISTICS MANAGEMENT	\$0.00	\$0.00	\$0.00
SPECIALIST, QUALITY ASSURANCE	\$0.00	\$0.00	\$0.00
ANALYST, MILITARY, LEVEL 1	\$0.00	\$0.00	\$0.00

## SECTION B – SUPPLIES, SERVICES AND PRICES

### B.2 PRICING FOR CLINS 0001 THROUGH 0058 (LOTs I-IV) (Continued)

#### c. CLINS 0032-0044 (LOT III) (Continued)

#### Time & Material Fully Burdened Labor Rates (Contractor-Site) (Continued)

LABOR CATEGORY	CFY 1	CFY 2	CFY 3
DEVELOPER, INSTRUCTIONAL, LEVEL 2	\$0.00	\$0.00	\$0.00
ENGINEER, PRODUCTION	\$0.00	\$0.00	\$0.00
ENGINEER, SAFETY	\$0.00	\$0.00	\$0.00
PROGRAMMER, COMPUTER	\$0.00	\$0.00	\$0.00
SPECIALIST, HUMAN FACTORS	\$0.00	\$0.00	\$0.00
SPECIALIST, TRAINING	\$0.00	\$0.00	\$0.00
SPECIALIST, WEAPONS SYSTEMS	\$0.00	\$0.00	\$0.00
WRITER, TECHNICAL	\$0.00	\$0.00	\$0.00
SPECIALIST, TELECOMMUNICATIONS	\$0.00	\$0.00	\$0.00
TELECOMMUNICATIONS ENGINEER/ANALYST	\$0.00	\$0.00	\$0.00
SENIOR TELECOMMUNICATIONS/NETWORK PROGRAMMER	\$0.00	\$0.00	\$0.00
TELECOMMUNICATIONS INSTALLER	\$0.00	\$0.00	\$0.00

#### Indirect Rates (Applicable to T&M orders)

INDIRECT RATE	CFY 1	CFY 2	CFY 3
MATERIAL HANDLING	0%	0%	0%
G&A	0%	0%	0%

## SECTION B – SUPPLIES, SERVICES AND PRICES

### B.2 PRICING FOR CLINS 0001 THROUGH 0058 (LOTs I-IV) (Continued)

#### d. CLINS 0045-0058 (LOT IV)

CFY 1 (Contract Award – 12 months)

CFY 2 (13 months – 24 months)

CFY 3 (25 months – 36 months)

The following rates will be utilized for all Time and Material task orders for LOT IV. The respective labor rates below are fully burdened and fixed per FAR 16.601(a). They are the sole labor rates allowable for all labor hours, prime and subcontractor, billable for T&M task orders. Labor categories not listed below may be needed for a given delivery or task order. Such labor categories will be proposed in delivery or task orders and will be binding for that delivery or task order. Rates will be proposed only for the first three contract fiscal years. Rates for the remaining contract fiscal years may be requested later during the contract period of performance.

#### Time & Material Fully Burdened Labor Rates (Contractor-Site)

LABOR CATEGORY	CFY 1	CFY 2	CFY 3
ANALYST, OPERATIONS RESEARCH, LEVEL 2	\$0.00	\$0.00	\$0.00
ANALYST, TRAINING, LEVEL 2	\$0.00	\$0.00	\$0.00
ASSISTANT, LOGISTICS	\$0.00	\$0.00	\$0.00
COORDINATOR, PROJECT	\$0.00	\$0.00	\$0.00
ENGINEER, ELECTRONICS, LEVEL 2	\$0.00	\$0.00	\$0.00
ENGINEER, NETWORK SYSTEMS	\$0.00	\$0.00	\$0.00
ENGINEER, PROJECT	\$0.00	\$0.00	\$0.00
ENGINEER, SOFTWARE, LEVEL 2	\$0.00	\$0.00	\$0.00
ENGINEER, SYSTEMS, LEVEL 1	\$0.00	\$0.00	\$0.00
ENGINEER, TEST	\$0.00	\$0.00	\$0.00
ENGINEER, VISUAL SYSTEMS	\$0.00	\$0.00	\$0.00
SCIENTIST, COMPUTER, LEVEL 2	\$0.00	\$0.00	\$0.00
SPECIALIST, LOGISTICS MANAGEMENT	\$0.00	\$0.00	\$0.00
SPECIALIST, QUALITY ASSURANCE	\$0.00	\$0.00	\$0.00
ANALYST, MILITARY, LEVEL 1	\$0.00	\$0.00	\$0.00

## SECTION B – SUPPLIES, SERVICES AND PRICES

### PRICING FOR CLINS 0001 THROUGH 0058 (LOTs I-IV) (Continued)

d. CLINS 0045-0058 (LOT IV) (Continued)

#### Time & Material Fully Burdened Labor Rates (Contractor-Site) (Continued)

LABOR CATEGORY	CFY 1	CFY 2	CFY 3
DEVELOPER, INSTRUCTIONAL, LEVEL 2	\$0.00	\$0.00	\$0.00
ENGINEER, PRODUCTION	\$0.00	\$0.00	\$0.00
ENGINEER, SAFETY	\$0.00	\$0.00	\$0.00
PROGRAMMER, COMPUTER	\$0.00	\$0.00	\$0.00
SPECIALIST, HUMAN FACTORS	\$0.00	\$0.00	\$0.00
SPECIALIST, TRAINING	\$0.00	\$0.00	\$0.00
SPECIALIST, WEAPONS SYSTEMS	\$0.00	\$0.00	\$0.00
WRITER, TECHNICAL	\$0.00	\$0.00	\$0.00
SPECIALIST, TELECOMMUNICATIONS	\$0.00	\$0.00	\$0.00
TELECOMMUNICATIONS ENGINEER/ANALYST	\$0.00	\$0.00	\$0.00
SENIOR TELECOMMUNICATIONS/NETWORK PROGRAMMER	\$0.00	\$0.00	\$0.00
TELECOMMUNICATIONS INSTALLER	\$0.00	\$0.00	\$0.00

#### Indirect Rates (Applicable to T&M orders)

INDIRECT RATE	CFY 1	CFY 2	CFY 3
MATERIAL HANDLING	0%	0%	0%
G&A	0%	0%	0%

## SECTION B – SUPPLIES, SERVICES AND PRICES

### B.3 ACRONYMS

The following are examples of acronyms that may be used in this Section:

#### ACRONYM/SYMBOL - EXPLANATION

ACRN - Accounting Classification Reference Number	LO - Lot
	MO - Month
AMT - Amount	N/A - Not Applicable
ASR - As Required	NC - No Charge
EST - Estimated	NSP - Not Separately Priced
FY - Fiscal Year	NTE - Not to Exceed
CLIN – Contract Line Item Number	SLIN – Sub-contract Line Item Number
QTY - Quantity	TBF - To be Funded
EA – Each	FFP – Firm Fixed Price
HR - Hour	T&M - Time-and-Material
CFY – Contract Fiscal Year	TBD – To Be Determined

## **SECTION C – DESCRIPTION/SPECIFICATION/WORK STATEMENT**

### **C.1 DESCRIPTION/SPECIFICATIONS/WORK STATEMENT (AS305) (FEB 1995)**

The Contractor shall furnish the necessary supplies, services, facilities and materials required to perform the work described in the STRICOM Omnibus Contract (STOC) Statement of Work (Attachment 1) and any subsequent delivery/task order Statement of Work (SOW) or Statement of Objectives (SOO). Contract Data Requirements Lists (CDRLs) will be provided as necessary as Exhibits to individual delivery/task orders issued hereunder. Any reference to MIL-STD or SPEC data format or content instruction in applicable Data Item Descriptions (DID) listed in individual data items is for guidance only. Other approaches may also be acceptable.

### **C.2 PERSONNEL QUALIFICATIONS (CLINS 0001 through 0058)**

(1) The contractor shall be responsible for employing qualified management, technical, and support personnel to perform tasks as set forth in the basic ID/IQC SOW and future delivery/task order SOWs issued under the ID/IQC. The contractor must have the personnel, organizational, and administrative controls necessary to ensure that the products delivered meet all requirements specified in each delivery/task order issued.

(2) Contractor personnel shall possess the required security level clearance (e.g., Confidential, Secret, or Top Secret depending upon the security requirements of the place of performance) prior to assignment to a specific task and work site in order to effectively perform assigned work.

(3) The Government reserves the right to review the resumes of contractor employees performing under delivery/task orders solely for the purpose of ascertaining their qualifications relative to the personnel qualification terms of the individual delivery/task order. Accordingly, the contractor shall furnish such resumes to the Contracting Officer upon request. The Contracting Officer's Representative (COR) or Contracting Officer and such other government personnel as determined by the Contracting Officer to be necessary for the review and evaluation shall have access to the resumes.

(4) The Government reserves the right to review the resumes of key personnel, initially assigned and for any substitutions if required by an individual delivery/task order. The minimum education and experience requirements for Government-established key personnel may be established for individual delivery/task orders.

## **SECTION D – PACKAGING AND MARKING**

### **D.1 DOMESTIC SHIPPING INSTRUCTIONS (AS505) (FEB 1995) (CLINs 0001 through 0058)**

All items shall be preserved and packaged in accordance with ASTM (American Society of Testing and Materials) D3951-95.

### **D.2 TECHNICAL DATA PACKING INSTRUCTIONS (AS510) (FEB 1995) (CLINs 0001 through 0058)**

Technical Data and Information shall be packed and packaged for domestic shipment in accordance with best commercial practices to assure arrival at the destination(s) in an undamaged condition. The package or envelope should be clearly marked with any special markings specified in this contract, e.g. Contract Number, ELIN, Device No., and document title on the outside of the package.

## SECTION E – INSPECTION AND ACCEPTANCE

### E.1. CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): <http://farsite.hill.af.mil>

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER) AND DOD FAR SUPPLEMENT CLAUSES:

FAR

CLAUSE

NUMBER

CLAUSE TITLE

DATE

52.246-2	Inspection Of Supplies--Fixed-Price	AUG 1996
52.246-3	Inspection Of Supplies--Cost-Reimbursement	APR 1984
52.246-4	Inspection Of Services--Fixed-Price	AUG 1996
52.246-5	Inspection Of Services--Cost-Reimbursement	APR 1984
52.246-6	Inspection -- Time-and-Material and Labor-Hour	JAN 1986
52.246-8	Inspection of Research and Development -- Cost-Reimbursement	APR 1984
52.246-15	Certificate of Conformance	APR 1984
52.246-16	Responsibility For Supplies	APR 1984
252.246-7000	Material Inspection And Receiving Report	DEC 1991

### E.2 TECHNICAL DATA AND INFORMATION (AS710) (FEB 1995) (CLINs 0001 through 0058)

Inspection and acceptance of technical data and information will be performed by the PCO or his duly authorized representative. Inspection of technical data and information will be performed by ensuring successful completion of the requirements set forth in the individual delivery/task order DD Form 1423s, Contract Data Requirements Lists (CDRLs) and incorporation and or resolution of Government review comments on the data items. Acceptance will be evidenced by execution of an unconditional DD Form 250, Material Inspection and Receiving Report, as appropriate, and or upon receipt of a second endorsement acceptance by the PCO on the attachment to this contract entitled NAWCTSD 4330/60, Data Item Transmittal/Acceptance/Rejection Form. The NAWCTSD 4330/60 form will not be used for individually priced data items, which will be accepted via the use of a DD Form 250.



## **SECTION E – INSPECTION AND ACCEPTANCE**

### **E.3 INSPECTION AND ACCEPTANCE (AS745) (FEB 1995) (CLINs 0001 through 0058)**

- a. All inspection and acceptance functions under this contract shall be performed by the Procuring Contracting Officer (PCO) or his duly authorized representative unless otherwise stated (refer to Section H, Designation of Procuring Contracting Officer's (PCO's) Authorized Representative within individual delivery/task orders). All CLINs/SLINs shall be accepted by execution of an unconditional DD Form 250, Material Inspection and Receiving Report, and shall occur when the PCO or his duly authorized representative is sure that inspections performed demonstrate compliance with delivery/task order requirements.
- b. The term Government Quality Assurance Representative (QAR) refers to the authorized representative of the Administrative Contracting Officer (ACO). The contractor shall provide the QAR an advance notification before initiating inspections in accordance with the FAR/DFARS Inspection clauses set forth in Section E.1 of this contract.

## SECTION F – DELIVERIES OR PERFORMANCE

### F.1 CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (FEB1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): <http://farsite.hill.af.mil>

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) AND DOD FAR SUPPLEMENT CLAUSES:

FAR CLAUSE NUMBER	<u>CLAUSE TITLE</u>	<u>DATE</u>
52.242-15	Stop-Work Order	AUG 1989
52.242-15	Stop-Work Order (Aug 1989) -- Alternate I	APR 1984
52.242-17	Government Delay Of Work	APR 1984
52.247-34	F.O.B. Destination	NOV 1991
52.247-48	F.O.B. Destination--Evidence Of Shipment	FEB 1999

### F.2 AUTHORIZED DEVIATIONS IN CLAUSES (FAR 52.252-6) (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any [insert regulation name] (48 CFR [ ]) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

### F.3 DELIVERY (AS903) (FEB 1995) (CLINs 0001 through 0058)

Unless specified otherwise by individual delivery/task orders, all items shall be delivered by the Contractor, F.O.B. Destination, all transportation charges prepaid, to the destinations specified and within the time periods specified in individual delivery/task orders. The term "delivery" means successful completion of all requirements set forth in the contract, to include manufacturing/installation, inspection and acceptance, as specified. Delivery is considered complete upon execution of an unconditional DD Form 250, Material and Receiving Report for items requiring submission of a DD Form 250, and/or upon receipt of a second endorsement acceptance by the Procuring Contracting Officer on NAWCTSD 4330/60, Data Item Transmittal/Acceptance/Rejection Form, which is provided as an attachment to this contract.

## SECTION F – DELIVERIES OR PERFORMANCE

### F.4 TECHNICAL DATA AND INFORMATION (AS910) (FEB 1995) (CLINs 0001 through 0008)

Technical Data and Information shall be delivered in accordance with the requirements of the Contract Data Requirements List, DD Forms 1423, Exhibits (*to be provided with individual delivery/task orders*) and the following:

(a) The Contractor shall concurrently deliver technical data and information per DD 1423 Blocks 12 and/or 13 (Date of First and or Subsequent Submission) to all the activities listed under Block 14 (Distribution and Addresses) of each item. Complete mailing or shipping addresses for the abbreviations Block 14 are shown in (g) below. The method of submittal for the data item is shown in Block 7 of the DD Form 1423. If the method of submittal is by letter, data shall be transmitted using NAWCTSD 4330/60, Data Item Transmittal/Acceptance/Rejection Form, which is provided as an attachment to this contract, with copies of the transmittal form only to the codes listed below (if not listed in Block 14). The original of the NAWCTSD 4330/60 and the technical data shall be delivered to the cognizant code listed in Block 6 of the DD Form 1423.

(1) PCO PROVIDED AT DELIVERY/TASK ORDER AWARD

(2) COR PROVIDED AT DELIVERY/TASK ORDER AWARD

(3) PD PROVIDED AT DELIVERY/TASK ORDER AWARD

(4) ACO PROVIDED AT DELIVERY/TASK ORDER AWARD

(b) Partial delivery of technical data and information is not acceptable unless specifically authorized on the DD Form 1423, or unless approved in writing by the PCO.

(c) The Government review period provided on the DD 1423 for each item commences upon receipt of all the required data by the technical activity designated in DD 1423 Block 6.

(d) A copy of all other correspondence addressed to the Contracting Officer relating to data item requirements (i.e., status of delivery) shall also be provided to the codes reflected above and the technical activity responsible for the data item per Block 6, if not one of the activities listed above.

(e) The PCO reserves the right to issue unilateral modifications to change the destination codes and addresses for all technical data and information at no additional cost.

(f) Unless otherwise specified in writing, rejected data items shall be resubmitted within 30 days after receipt of the notice of rejection.

## **SECTION F – DELIVERIES OR PERFORMANCE**

(g) DD Form 1423, Block 14 Mailing Addresses:

Addresses to be provided with each delivery/task Order.

### **F.5 PERIOD OF PERFORMANCE (CLINs 0001 through 0058)**

The ordering periods for Lot I (CLINs 0001-0016), Lot II (CLINs 0017-0031), Lot III (CLINs 0032-0044), and Lot IV (CLINs 0045-0058) of the basic contract shall be eight years from the date of contract award. Individual delivery/task orders will specify their respective periods of performance, which may extend beyond the overall ordering period.

## **SECTION G – CONTRACT ADMINISTRATION DATA**

### **G.1. ACCOUNTING AND APPROPRIATION DATA**

The applicable accounting and appropriation data is as follows:

TO BE COMPLETED AT TIME OF AWARD

### **G.2. NOTICE TO PAYING OFFICE – ADDRESS TO WHICH PAYMENT IS TO BE MADE (AS1115) (FEB 1995)**

The contractor requires that payment shall be made to an address different than what is cited on the first page of the contract. If assignment to a financial institution under FAR Subpart 32.8, Assignment of Claims, is the reason for payment to a different address, the contract administration office, is delegated the authority to obtain a copy of the applicable Notice of Assignment from the Contractor:

PAYMENTS TO BE MAILED TO THE FOLLOWING ADDRESS:

PROVIDED AT CONTRACT AWARD, IF APPLICABLE

### **G.3 PREPARATION OF CERTIFIABLE INVOICES (SUPPLIES/SERVICES)**

In accordance with FAR 32.905(f)(7), the contractor shall prepare and submit invoices which have the capability of certifying receipt of goods or services to the PCO's authorized representative that is responsible for inspection and acceptance of supplies or services provided under this contract. The invoices shall contain information required by the Payment Clause of the contract and FAR 32.905 (f)(1) through (f) (6).

### **G.4 CONTRACTING OFFICER'S REPRESENTATIVE (COR)**

(a) The COR for this contract is:

Name: **PROVIDED AT CONTRACT AWARD**

(b) The Alternate COR for this contract is:

Name: **PROVIDED AT CONTRACT AWARD**

(c) The COR will act as the Contracting Officer's representative for technical matters, providing technical direction and discussion, as necessary, with respect to the specification or

## **SECTION G – CONTRACT ADMINISTRATION DATA**

statement of work, and monitoring the progress and quality of contractor performance. The COR is not an Administrative Contracting Officer and does not have authority to direct the accomplishment of effort which is beyond the scope of the statement of work in the contract (or delivery/task order).

(d) When, in the opinion of the contractor, the COR requests effort outside the existing scope of the contract (or delivery/task order), the contractor shall promptly notify the Contracting Officer in writing. No action shall be taken by the contractor under such direction until the Contracting Officer has issued a modification to the contract (or in the case of a delivery/task order, until the Contracting Officer has issued a modification to the delivery/task order); or until the issue has been otherwise resolved.

(e) In the event that the COR named above is absent due to leave, illness or official business, all responsibilities and functions assigned to the COR will be the responsibility of the alternate COR.

### **G.5 CONTRACTING OFFICER'S TECHNICAL OVERSIGHT REPRESENTATIVE (TOR)**

(a) Each individual Delivery/Task order shall be assigned a Technical Oversight Representative (TOR) and may be assigned an alternate TOR.

(b) The TOR shall be contacted for informational purposes and may be responsible for invoice certification. The TOR is not an Administrative Contracting Officer and does not have the authority to direct the accomplishment of this effort or encourage work which is beyond the scope of the Statement of Work in the contract. The TOR is typically a Government representative who monitors daily activities for the COR at a Government site.

(c) When, in the opinion of the contractor, the TOR requests effort outside the existing scope of the contract (or delivery/task order), the contractor shall promptly notify the Contracting Officer (or Ordering Officer) in writing. No action shall be taken by the contractor under such direction until the Contracting Officer has issued a modification to the contract (or in the case of a delivery/task order, until the Contracting Officer has issued a modification to the delivery/task order); or until the issue has been otherwise resolved.

(d) Only a Contracting Officer has authority to make changes concerning the requirements of the subject contract or delivery/task order.

## **SECTION G – CONTRACT ADMINISTRATION DATA**

### **G.6 SUBMISSION OF INVOICES (COST-REIMBURSEMENT, TIME-AND-MATERIALS, LABOR-HOUR, OR FIXED PRICE INCENTIVE) (NAPS 5252.232-9001) (JUL 1992)**

(a) "Invoice" as used in this clause includes contractor requests for interim payments using public vouchers (SF 1034) but does not include contractor requests for progress payments under fixed price incentive contracts.

(b) The Contractor shall submit invoices and any necessary supporting documentation, in an original and [4] copies, to the [contract auditor\*] at the following address:

#### **PROVIDED AT CONTRACT AWARD**

[X] unless delivery orders are applicable, in which case invoices will be segregated by individual order and submitted to the address specified in the order. In addition, an information copy shall be submitted to the ACO and PCO. Following verification, the "contract auditor" will forward the invoice to the designated payment office for payment in the amount determined to be owing, in accordance with the applicable payment (and fee) clause(s) of this contract.

(c) Invoices requesting interim payments shall be submitted no more than once every two weeks, unless another time period is specified in the Payments clause of this contract. For indefinite delivery type contracts, interim payment invoices shall be submitted no more than once every two weeks for each delivery order. There shall be a lapse of no more than [30 ] calendar days between performance and submission of an interim payment invoice.

(d) In addition to the information identified in the Prompt Payment clause herein, each invoice shall contain the following information, as applicable:

- (1) Contract line item number (CLIN)
- (2) Subline item number (SLIN)
- (3) Accounting Classification Reference Number (ACRN)
- (4) Payment terms
- (5) Procuring activity
- (6) Date supplies provided or services performed
- (7) Costs incurred and allowable under the contract

**SECTION G – CONTRACT ADMINISTRATION DATA**

(8) Vessel (e.g., ship, submarine or other craft) or system for which supply/service is provided

(e) A DD Form 250, "Material Inspection and Receiving Report",

☐ is required with each invoice submittal.

☒ is required only with the final invoice.

☐ is not required.

(f) A Certificate of Performance

☒ shall be provided with each invoice submittal.

☐ is not required.

(g) The Contractor's final invoice shall be identified as such, and shall list all other invoices (if any) previously tendered under this contract.

(h) Costs of performance shall be segregated, accumulated and invoiced to the appropriate ACRN categories to the extent possible. When such segregation of costs by ACRN is not possible for invoices submitted with CLINS/SLINS with more than one ACRN, an allocation ratio shall be established in the same ratio as the obligations cited in the accounting data so that costs are allocated on a proportional basis.

(End of clause)



## **SECTION H – SPECIAL CONTRACT REQUIREMENTS**

### **H.1 DISCLOSURE, USE AND PROTECTION OF PROPRIETARY INFORMATION (NAVAIR) (OCT 1994)**

(a) During the performance of this contract, the Government may use an independent services contractor (ISC), who is neither an agent nor employee of the Government, to conduct reviews, evaluations, or independent verification and validations (IV&V) of technical documents submitted to the Government during performance.

(b) The use of an ISC is solely for the convenience of the Government. The ISC has no obligation to the prime contractor. The prime contractor is required to provide full cooperation, working facilities, and access to the ISC for purposes stated in paragraph (a) above.

(c) Since the ISC is neither an employee nor agent of the Government, any finding, recommendations, analyses, or conclusion of such a contractor are not those of the Government.

(d) The prime contractor acknowledges that the Government has the right to use ISCs as stated in paragraph (a) above. It is possible that under such an arrangement the ISC require access to or the use of information (other than restricted cost or pricing data) which is proprietary to the prime contractor.

(e) To protect such proprietary information from disclosure or use, and to establish the respective rights and duties of both the ISC and prime contractor, the prime contractor agrees to enter into a direct agreement with any ISC when the Government requires. A properly executed copy (per FAR 9.505-4) of the agreement will be provided to the Procuring Contracting Officer (PCO).

### **H.2 MINIMUM AND MAXIMUM QUANTITIES (FEB 1995)**

The contract minimum referred to in paragraph (b) of FAR 52.216-22, "Indefinite Quantities" clause of this contract is a total of \$10,000 worth of orders to each awardee. The maximum quantity is the total "Not to Exceed" amount of \$4,000,000,000 for CLINs 0001-0058. This maximum quantity is the total available for all orders issued under this RFP to all awardees. The maximum quantity may only be exceeded with the prior written approval of the PCO.

### **H.3 LIABILITY, AUTOMOBILE AND WORKMAN'S COMPENSATION INSURANCE (NAVAIR) (OCT 1994)**

The following types of insurance are required in accordance with the clause entitled, "INSURANCE", FAR 52.228-5, and shall be maintained in the minimum amounts shown:

(a) Comprehensive General Liability: \$ N/A per person and \$500,000 per accident for bodily injury.

## SECTION H – SPECIAL CONTRACT REQUIREMENTS

(b) Automobile Insurance: \$200,000 per person and \$500,000 per accident for bodily injury and \$20,000 per accident for property damage.

(c) Standard Worker's Compensation and Employer's Liability Insurance (or, where maritime employment is involved, Longshoremen's and Harbor Worker's Compensation Insurance) in the minimum amount of \$100,000.

(d) Aircraft public and passenger liability: \$ N/A per person and \$ N/A per occurrence for bodily injury, other than passenger liability; \$ N/A per occurrence for property damage. Passenger bodily injury liability limits of \$ N/A per passenger, multiplied by the number of seats or number of passengers, whichever is greater.

### **H.4 AVAILABILITY OF UNIQUE DATA ITEM DESCRIPTIONS (UDIDs) AND DATA ITEM DESCRIPTIONS (DIDs) (NAVAIR 5252.210-9501) (JAN 1992)**

(a) Ordering Procedures for Acquisition Management System and Data Requirements Control List (AMSDL), DoD 5010.12L, and DIDs Listed Therein. The AMSDL and all DIDs and UDIDs listed therein are stocked at the Navy Publishing and Printing Service Office (NPPSO), Philadelphia, PA. Requests for individual DIDs and UDUDs or the AMSDL will be honored from private industry and from individuals. Requests may be made using the automated telephone request service known as TeleSpecs by dialing (215) 697-1187, 8:00 a.m. to 8:00 p.m. (EST), Monday through Friday. If a customer number has not been previously assigned, requester must call the Special Assistance Desk at (215) 697-2667/2179 before using the TeleSpec service. Requests may also be made by mail or FAX in any form, although it is preferred that the DoD Specification and Standards Requisition, DD Form 1425, be used. Customers will be automatically provided with sufficient blank requisitions for future orders, once an order has been placed. In addition, the DD Form 1425 may be obtained through supply channels of the cognizant military activity. All requests should include the following information:

- (1) Customer number or Commercial and Government Entity (CAGE) number
- (2) Complete mailing address
- (3) Each desired AMSDL, DID, or UDID listed by document identifier (e.g., AMSDL should be listed as DoD 5010.12-L)
- (4) The quantity of documents desired (the maximum quantity issued per item is five (5))

Mail orders to: DoDSSP, Standardization Document Order Desk  
700 Robbins Avenue, Bldg. 4D  
Philadelphia, PA 19111-5094

## SECTION H – SPECIAL CONTRACT REQUIREMENTS

FAX orders to: (215) 697-2978

(b) Ordering Complete Sets of DIDs. Complete sets of DIDs or UDIDs are available only four (4) times per year. The cost per set is \$400.00. Cut-off dates for orders are 1 July, 1 October, 1 January, and 1 April.

(c) Subscriptions. A subscription service is available to private industry for a cost of \$16.00 per year. Upon payment of the subscription fee, the subscriber will receive one copy of any new or revised, unrestricted, and unclassified DID or UDID for a one year period after the effective subscription date. The AMSDL is included with this subscription. Requests for subscriptions must be accompanied by a check or money order payable to the Treasurer of the United States. Requests may be mailed to DoDSSP, Subscription Service Desk, 700 Robbins Avenue, Bldg. 4D, Philadelphia, PA 19111-5094.

(d) Availability of Canceled DIDs. NPPSO supplies only the current version of DIDs. Superseded or canceled documents must be requested through the procurement or contracting officer of the military activity citing the need for the document.

### **H.5 UNILATERAL UNPRICED DELIVERY/TASK ORDERS (NAVAIR 5252.216-9500) (JAN 1992)**

(a) When the government determines, in circumstances of emergency or exigency, that the need for specific supplies or services is unusually urgent, the Contracting Officer may issue a unilateral unpriced order requiring the contractor to provide the supplies or services specified.

(b) The unilateral unpriced order shall specify the estimated cost and fee or Not-To-Exceed price and the desired delivery schedule for the work being ordered. The Government's desired delivery shall apply unless the Contracting Officer receives written notification from the contractor within fifteen (15) days after receipt of the order that the proposed delivery schedule is not acceptable. Such notification shall propose an alternative delivery schedule. The contractor shall submit its cost proposal within thirty (30) days after receipt of the order. The Government has no obligation to pay for the supplies or services ordered until the actual price and delivery schedule have been negotiated. In no event shall the costs incurred exceed the estimated cost of the order before the proposal is submitted.

(c) The contractor shall include in its proposal a statement of costs incurred and an estimate of costs expected to complete the work. Data supporting the accuracy and reliability of the cost estimate should also be included. After submission of the contractor's cost proposal and supporting data, the contractor and the Contracting Officer shall negotiate a bilateral modification to the original order finalizing the price or cost and applicable fixed fee and delivery schedule, which will be specified in the bilateral modification to the original order.

(d) If a bilateral agreement is not negotiated within sixty (60) days after submission of the contractor's cost proposal, the Contracting Officer will issue a modification to the unilateral

## **SECTION H – SPECIAL CONTRACT REQUIREMENTS**

unpriced order which establishes the Government's total estimated cost and fixed fee or price for the order. This estimate will remain in effect until a final price or cost and fixed fee is established in a bilateral modification to the order.

(e) Failure to arrive at an agreement shall be handled as a dispute in accordance with the clause entitled "Disputes."

### **H.6 ENVIRONMENTAL CONTROLS (NAVAIR 5252.223-9500) (JAN 1991)**

Notwithstanding that the contract may require the use of paints or coatings which do not meet state or district requirements for reduced volatile organic compounds (VOC's), the contractor must comply with all federal, state, and local regulatory requirements respecting air quality and emission limitations. It remains the contractor's responsibility to meet the requirements for reduced VOC's even where to do so will require the use of engineering controls or other special painting equipment.

### **H.7 AUTHORIZED CHANGES ONLY BY THE CONTRACTING OFFICER (NAVAIR 5252.243-9504) (JAN 1992)**

(a) Except as specified in paragraph (b) below, no order, statement, or conduct of Government personnel who visit the Contractor's facilities or in any other manner communicates with Contractor personnel during the performance of this contract shall constitute a change under the "Changes" clause of this contract.

(b) The Contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the Contracting Officer, or is pursuant to specific authority otherwise included as a part of this contract.

(c) The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract and notwithstanding provisions contained elsewhere in this contract, the said authority remains solely the Contracting Officer's. In the event the contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in charges incurred as a result thereof. The address and telephone number of the Contracting Officer is:

## **SECTION H – SPECIAL CONTRACT REQUIREMENTS**

Name: TO BE COMPLETED AT TIME OF AWARD

Address: Naval Air Warfare Center  
12350 Research Parkway  
Orlando, Florida 32826-3275

Telephone: TO BE COMPLETED AT TIME OF AWARD

### **H.8 WRITTEN ORDERS (INDEFINITE DELIVERY CONTRACTS) (NAVAIR 5252.216-9503) (JAN 1992)**

Written orders (on DD Form 1155) will contain the following information consistent with the terms of the contract:

- (a) Date of order
- (b) Contract number and order number.
- (c) Item number and description, quantity ordered, unit price and contract price.
- (d) Delivery or performance date.
- (e) Place of delivery or performing (including consignee).
- (f) Packaging, packing, and shipping instructions if any required.
- (g) Accounting and appropriation data.
- (h) Inspection invoicing and payment provisions to the extent not covered in the contract; and any other pertinent information.

### **H.9 PROCEDURES FOR DELIVERY ORDERS (SERVICES) (NAVAIR 5252.216-9550) (JUL 1990)**

(a) Each delivery shall:

- (1) comply with (b) below;
- (2) be issued as a delivery order on DD Form 1155 (Order for Supplies or /Request for Quotations), or on Standard Form 30 (Amendment of Solicitation/Modification of Contract) in the case of a modification to an order;
- (3) be identified by procurement instrument number in accordance with DFARS Part 204.7003;
- (4) incorporate the terms and conditions of this contract by reference;
- (5) set forth a detailed statement of work which references the sub-task areas in Section C and description of the data requirements to be provided;

## **SECTION H – SPECIAL CONTRACT REQUIREMENTS**

(6) utilize DD 1423s for the ordering of data requirements and for the purposes of “Special Distribution-Material Inspection and Receiving Report (MIRR)” Section G language, specify addresses of special distribution recipients for DD250s;

(7) set forth a delivery order price;

(8) specify the commodities, equipment systems and or manufacturers to which the Organizational Conflict of Interest provisions, if any, apply;

(9) set forth packaging (preservations and packing) and marking requirements for deliverables;

(10) specify any GFE or GFI applicable to that order;

(11) set forth the Government’s required delivery or performance data and the place of performance, indicating therein the contractor’s facility to be utilized; and, in the event travel is required in the performance of the work ordered, the locations at which such performance is necessary;

(12) set forth the place or places where inspection and acceptance will be made by the Government;

(13) set forth the applicable appropriation and accounting data;

(14) be signed by the authorized Government representative (PCO); and

(b) Under no circumstances shall an order or a modification to an order be issued:

(1) prior to contract issuance; or

(2) when the order requires access to classified material and a DD-254 has not been provided for inclusion in the order.

### **H.10 GOVERNMENT INSTALLATION WORK SCHEDULE (NAVAIR) (OCT 1994)**

(a) The Holidays applicable to this contract are: New Year's Day, Martin Luther King's Birthday, President's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, and Christmas Day.

(b) In the event that the Contractor is prevented from performance as the result of an Executive Order or an administrative leave determination which applies to the using activity, such time may be charged to the contract as a direct cost provided such charges are consistent with the Contractor's accounting practices. In the event that any of the above holidays occur on a

## SECTION H – SPECIAL CONTRACT REQUIREMENTS

Saturday or a Sunday, such holiday shall be observed by the Contractor in accordance with the practice as observed by the assigned Government employees at the using activity.

### H.11 INVENTION DISCLOSURE AND REPORTS (NAVAIR) (OCT 1994)

(a) In accordance with the Patents Rights clause of this contract, the Contractor shall submit DD Form 882, "Report of Inventions and Subcontracts" along with written disclosure of inventions, to the contract administration office.

(b) The contract administration office will forward such reports and disclosures directly to counsel office designated below for review and recommendation:

Name and Address of Patent Counsel:

[		]
[	TO BE ADDED AT TIME OF AWARD	]
[		]

(c) The above designated Patent Counsel will represent the Contracting Officer with regard to invention reporting matters arising under this contract.

(d) A copy of each report and disclosure shall be forwarded to the Procuring Contracting Office.

(e) The Contractor shall furnish the Contracting Officer a final report within three (3) months after completion of the contracted work listing all subject inventions or certifying that there were no such inventions, and listing all subcontracts at any tier containing a patent rights clause or certifying that there were no such subcontracts.

### H.12 DELIVERY/TASK ORDER TYPES AND MULTIPLE AWARD PROCEDURES

a. The following types of delivery/task orders may be issued under this contract:

Firm Fixed Price (FFP)  
 Cost Plus Fixed Fee (CPFF)  
 Time and Material (T&M)

(1) Firm fixed price delivery/task orders may be issued when the scope of effort is sufficiently defined to allow technical and cost risks to be predicted with reasonable certainty. Under this contract type, the Contractor shall be required to submit a firm fixed price proposal for accomplishing the total effort inclusive of all labor, material and travel costs, as appropriate. The contractor shall be required to deliver the specified product within the specified time and FFP amount.

## SECTION H – SPECIAL CONTRACT REQUIREMENTS

(2) Cost Plus Fixed Fee delivery/task orders may be issued when it is not possible to precisely define the magnitude of the effort required to accomplish the stated effort. The estimated cost for a CPFF delivery/task order shall be based on the contractor's actual labor rates and material costs, with the applicable overhead, G&A, and fixed fee. The delivery/task order amount will be expressed as a total Cost Plus Fixed Fee.

(3) Time and Material delivery/task orders may be issued when it is not possible at the time of placing the delivery/task order to estimate accurately the extent or duration of the work or to anticipate costs with any reasonable degree of confidence. Under this contract type, the Contractor shall be required to submit an estimated Not-To-Exceed price based on direct labor hours using the appropriate labor rates established in Section B, or as requested by the Contracting Officer. The resulting negotiated estimated amount including material, material-handling fees, if appropriate, and travel costs, as necessary, represents the Total Estimated Not-To-Exceed Ceiling price of the order. The ceiling price may not be exceeded unless the Contracting Officer issues a modification to the task order.

(4) Individual delivery/task orders may specify other contract types but must incorporate all applicable clauses into the delivery/task order. Such applicable clauses will pertain only to the individual delivery/task order.

b. The determination regarding which type of delivery/task order to be awarded shall be at the discretion of the Contracting Officer.

c. Delivery/task orders may be issued by the Government on either a competitive or sole source basis using best value tradeoff selection criteria. The Contracting Officer shall make all decisions regarding the procurement method and selection criteria. Information regarding the type of delivery/task order contract, award basis and selection criteria shall be provided to the awardees with each request for proposal.

d. Delivery/task orders may be issued as a result of a Government prepared SOW and CDRLs or SOO and proposals may be requested in either written or oral format.

e. Pursuant to FAR 16.505(b), the Contracting Officer shall ensure that each awardee is provided a fair opportunity to be considered for each delivery/task order in excess of \$2,500. In determining the procedures for providing awardees a fair opportunity to be considered, the Contracting Officer may consider past performance on earlier delivery/task orders, quality of deliverables, cost control, price, cost and any specific evaluation factors for award deemed applicable.

f. Delivery/task orders may be issued on a sole source basis if the Contracting Officer determines that:

(1) The agency need is of such urgency that competition for the delivery/task order would result in unacceptable delays.



## **SECTION H – SPECIAL CONTRACT REQUIREMENTS**

(2) Only one awardee is capable of providing the supplies at the required level of quality due to the unique or highly specialized nature.

(3) The delivery/task order should be issued on a sole source basis in the interests of economy and efficiency as a logical follow on to a previously issued order.

(4) It is necessary to place a Delivery Order to satisfy a guaranteed minimum.

g. A contractor's past performance on delivery/task orders issued under this contract will be evaluated. The contractor's past performance may either favorably or adversely affect future opportunities to participate for delivery/task orders if the Contracting Officer determines that the Contractor's past performance under the contract is either excellent or poor on the basis of quality, schedule, management oversight, or cost control.

h. No protest under FAR Part 33 is authorized in conjunction with the issuance or proposed issuance of a delivery/task order except on the grounds that the order increases the scope, period or maximum value of the contract.

i. No Bid and Proposal costs shall be allowed as a direct cost for proposal preparation for individual delivery/task orders.

j. No Small Disadvantaged Business (SDB) Evaluation Preference will be utilized in the award of any delivery/task order issued under this basic ID/IQ contract.

### **H.13 CONTRACTOR ACCESS TO PROPOSED DELIVERY/TASK ORDER PERFORMANCE SITES**

a. To respond to a Request for Proposal (RFP) for a delivery/task order awarded under this contract, a contractor may be required to obtain data and other information from the Government at the proposed sites of delivery/task order performance. The following general information is provided regarding visits to the proposed delivery/task order performance site(s). Specific details regarding procedures applicable to the instant requirement will be published with each delivery/task order Request for Proposal.

b. The contractor shall contact the Contracting Officer's Representative (COR) for specific instructions and guidance regarding the site visit. The COR will plan and coordinate the site visit with the on-site Government representative and will notify the contractor with approval to conduct the site visit.

c. The Government will determine whether a formal pre-proposal conference or site visit will be held. The decision to hold a formal conference will be dependent upon such things as the complexity of the specific requirement, schedule constraints, etc. If a formal conference or site

## SECTION H – SPECIAL CONTRACT REQUIREMENTS

visit is not conducted, contractors will be granted individual access for a site visit, as deemed necessary.

d. Contractors shall *not* be permitted to contact Government representatives at a performance site to discuss a delivery/task order RFP without prior approval of the COR or Contracting Officer.

e. All access to information at a proposed performance site shall be on a not-to-interfere-with-training basis.

### H.14 CONTRACT DELIVERY/TASK ORDER OMBUDSMAN

The following individual has been named the Multiple Award Contract Delivery/Task Order Ombudsman, in accordance with FAR 16.505(b)(6):

Name:	Mr. Tom Mazza
Address:	STRICOM ATTN: AMSTI-PDA 12350 Research Parkway Orlando, FL 32826-3275
Phone:	(407) 384-3802
Facsimile:	(407) 384-3510
E-mail:	tom_mazza@stricom.army.mil

The Delivery/Task Order Ombudsman shall be responsible for reviewing complaints from contractors on delivery/task order contracts.

### H.15 AWARDS OF DELIVERY/TASK ORDERS ON A SMALL BUSINESS SET-ASIDE BASIS

It is the policy of the Government to provide maximum practicable opportunities in its acquisitions to small businesses. In maintaining this policy, the Government reserves the right to solicit individual delivery/task orders under this ID/IQ contract on a small business set-aside basis. The intent will be to meet the command's small business set-aside goal, which is currently established at 11%. The annual command small business set-aside goal is expected to fluctuate during the life of the ID/IQ contract.

The size status of an ID/IQ contract awardee used in determining an organization's eligibility to compete for an individual delivery/task order to be solicited on a small business set-aside basis will be that which was established at the time of contract award under the original solicitation or recompetition solicitation. For eligibility purposes, the size status of awardees will not change over the life of the ID/IQ contract.

## SECTION H – SPECIAL CONTRACT REQUIREMENTS

Awardees of individual delivery/task orders awarded on a small business set-aside basis are required to comply with the Section I clause FAR 52.219-14 Limitations on Subcontracting.

The applicable SIC codes and size standards follow:

<u>Lot</u>	<u>SIC Code</u>	<u>Size Standard</u>
I	3699	750 employees
II	3699	750 employees
III	3699	750 employees
IV	8731	1000 employees

### H.16 ACCEPTANCE OF GOVERNMENT PURCHASE CARD

Awardees shall be fully capable and willing to accept the Government purchase card as a means of contracting. Contractors shall maintain this capability during the entire life of the contract notwithstanding changes to the provider of the purchase card program. It is anticipated that the government will utilize this mechanism to acquire both commercial and non-commercial supplies and/or services that are within the micropurchase threshold. Additionally, there are circumstances that permit the use of the Government purchase card for actions greater than the micropurchase threshold.

### H.17 ELECTRONIC TRANSMISSION OF PROPRIETARY DATA

Awardees shall be fully capable and willing to electronically transmit proprietary data to the Government. This data may consist of contract deliverables or pricing data required for proposal evaluation. Any software required by the Government to receive the contractor-transmitted proprietary data that the Government does not already possess shall be provided by the contractor at no cost to the Government.

### H.18 SECURITY CLASSIFICATION

The work contracted for is related to and is connected with the National Defense. No information relating to the work shall be communicated, transmitted, or disclosed to any person not entitled to receive it. It is anticipated that some of the assigned work will be of a classified nature. Accordingly, it will be necessary for some personnel assigned to work under this contract to have a security clearance of at least SECRET at the ID/IQC level. Some contractor personnel may require a TOP SECRET clearance, however that requirement will be indicated at the delivery/task order level. Although the requirement for a clearance above SECRET is not required for the basic contract award, there may be efforts at the delivery/task order level that will require a clearance above the SECRET level. In order to be eligible for such efforts, awardees must have the capability to perform above the SECRET level. Additionally, the

## SECTION H – SPECIAL CONTRACT REQUIREMENTS

contractor shall be guided by and safeguard all classified information either generated by or received under the contract in accordance with the DD Form 254, Contract Security Classification Specification, provided as an attachment to this contract and listed in Section J.

### **H.19 ASSOCIATE CONTRACTOR CLAUSE (NAVAIR 5252.245-9520) (MAY 1992) [DEVIATION]**

(a)(1) This clause is intended to ensure that there will be appropriate coordination/integration of work between the contractor under a delivery/task order and other Government contractors, to include Life Cycle Contractor Support (LCCS) contractors, as applicable. The purpose of the associate contractor agreements is to ensure complete compatibility and interoperability between equipment, data, and services, to prevent unnecessary duplication of effort and to maximize commonality.

(2) The price of a delivery/task order issued under this contract will make provision for the performance of the work called for in the Associate Contractor Agreements as required by this clause, in support of this contract.

(b) The contractor shall work and maintain close liaison with all associate contractors listed in a delivery/task order. In order to assure accomplishment of this objective, the contractor shall enter into written agreements with each of the other applicable associate contractors.

(d) Each written agreement between the contractor and an associate contractor shall provide for complete and unbiased exchange of technical information and interface data relating to their detailed responsibilities and procedures. The following is a guide to be used in the development of each agreement:

(1) Identification of the data and information to be furnished among the associate contractors to facilitate procedures, schedules, system integration, and requirements-determination to support the overall horizontal integration and interoperability among the systems. Descriptive detail of the data and/or information to be furnished or exchanged, with a specific date or phase (e.g., a Preliminary Design Review or Critical Design Review) for delivery of each item thereof and containing such other mutual covenants and agreements that may be desirable or required to assure delivery or exchange of said data and/or information in a timely manner and in a condition suitable for use by the recipient. (For example, this may extend to all information pertaining and essential to the design, development, fabrication, test, interface, modification and installation of equipment and provision of services hereunder to the extent that each party may require such information to ensure the compatibility and interoperability of their respective equipment, data and services.)

(2) Identify the processes and procedures for exchanging working technical information and data in an Integrated Process Team environment that will enhance the overall horizontal integration and interoperability of the various systems on the different delivery/task orders.

## SECTION H – SPECIAL CONTRACT REQUIREMENTS

(3) To be provided by one contractor to another (including such services as clerical support to visiting associate contractor personnel, unscheduled maintenance and technical support for equipment, etc.) to facilitate the performance of the respective contracts or Life Cycle Contractor Support and the period(s) of time the services are to be provided to assure necessary interface actions and support activities.

(4) The materials to be provided to each other by the respective contractors in performance.

(5) The facilities and their location to be provided by each contractor to accommodate personnel assigned to provide the associate contractor's integration and support services, assurance of adequate working areas, power requirements, office space and communication equipment which are essential for timely completion of the integration/support services.

(6) Delineation of respective interface responsibilities.

(7) Provision for furnishing copies to communications relative to performance of associate contractor responsibilities.

(e) In the event this exchange of information/data results in access to limited rights data the contractor hereby agrees not to utilize such limited rights data acquired under the exchange or to manufacture itself those items identified above, or components thereof.

(f) In the event limited rights data is obtained from the contractors designated herein, the contractor agrees to obtain in writing from each of his employees whose responsibility in connection with work under this contract involves access to this data, an agreement which in substance provides that said employee(s) will not, during his employment by the contractor or thereafter, disclose to employees of the company submitting unlimited rights information, employees other than the contractor's employees for use for his own benefit or the future benefit of any other individual, corporation or any organization, any limited rights information/data to which he had access in connection with this contract. Nothing contained in this provision applies to data furnished voluntarily by individuals, corporations or organizations without limitations as to use or to data that falls within public domain. Liability for the improper disclosure of any proprietary data contained in or referenced by any agreement shall rest with the parties to the agreement, and not the Government.

(g) Each Associate Contractor Agreement shall be submitted to the Government for review prior to execution. Following Government concurrence and execution by both associate contractors, each Associate Contractor Agreement may be made an attachment to this contract. The Associate Contractor Agreements are for information purposes only and shall not be subject to or governed by this contract. In the event of a conflict between the terms of this contract and terms of the aforesaid agreement, the terms of this contract shall control.

## SECTION H – SPECIAL CONTRACT REQUIREMENTS

(h) Where the contractor and an associate contractor fail to agree upon action to be taken in connection with their respective responsibilities, each contractor shall promptly bring the matters to the attention of the cognizant PCO and furnish the contractor's recommendations for a solution. The contractor shall not be relieved of its obligations to make timely deliveries or be entitled to any other adjustment because of failure of the contractor and its associate to promptly refer matters to the PCO or because of failure to implement PCO directions.

(i) The Contractor is not relieved of any contract requirements or entitled to any adjustments to the contract terms or price because of a failure to resolve a disagreement with an associate contractor unless the contractor provides proof to the PCO that the failure to resolve was not due to the Contractor's negligence, fault or failure to perform its obligations in good faith.

(j) The LCCS Associate Contractors are as follows:

<u>Contractor</u>	<u>Responsibility</u>
AAI/ESI	Gunnery & Maintenance Trainers (GMT)
DME	Air Defense, Field Artillery, and Chemical Devices (ADFAC)
L3COM	Battlefield Mobility & Target Acquisition (BM/TA)
Raytheon	Live Training/CTC/MILES
Anteon Corp	Constructive Training (CT)

Where applicable, as identified by each delivery/task order, an associate contractor agreement with the appropriate LCCS contractor will be provided with the contractor's proposal. Such an agreement will address, in addition to other requirements of this clause, the transition of an LCCS effort to the LCCS contractor.

### H.20 ADDITION OF CONTRACTORS DURING THE LIFE OF THE ID/IQ CONTRACT

Due to the cost, management and technical benefits anticipated to be derived through competitively awarded delivery/task orders issued under this ID/IQC, it is the Government's intention to maintain a presence of both large and small businesses as part of the awardee base for all four contract LOTs. Based upon this premise, the Government reserves the right to add additional prime contractors as deemed necessary in order to sustain the competitive environment for awarding delivery/task orders.

On an annual basis the Government will make a determination whether it is necessary to add additional prime contractors. Separate determinations will be performed for each contract LOT. The Government's determination to add to the prime contractor base for any one LOT shall not commit the Government to add to the base of any other LOT.

## **SECTION H – SPECIAL CONTRACT REQUIREMENTS**

Those prime contractors who, at the time of determination, are current holders of ID/IQ contracts under this procurement will be notified of the results of the Government's analysis. Should the Government determine that it is necessary to add additional prime contractors, the recompetition will be solicited on either an unrestricted or set-aside basis as necessary to sustain the competitive base.

All prime contractors who, at the time of determination, are current holders of ID/IQ contracts under this procurement, shall not participate in the recompetition process for the LOT(s) in which it holds a contract.

Any prime contractor who participated in the original competition and/or any subsequent recompetition and was not selected for award will be eligible to participate in any future recompetition.

### **H.21 PARTNERING**

In an effort to most effectively accomplish the objectives of this contract and individual delivery/task orders, it is proposed that the government, the contractor, and its major subcontractors engage in the Partnering process.

Participation in the Partnering process is entirely voluntary and is based upon a mutual commitment between Government and industry to work cooperatively as a Team to identify and resolve problems and facilitate contract performance. The primary objective of the process is providing the American soldier with the highest quality supplies/services on time and at a reasonable price. Partnering requires the parties to look beyond the strict bounds of the contract in order to formulate actions that promote their common goals and objectives. It is a relationship that is based upon open and continuous communication, mutual trust and respect, and the replacement of the "us vs. them" mentality of the past with a collaborative "win-win" philosophy for the future. Partnering also promotes synergy, creative thinking, pride in performance, and the creation of a shared vision for success.

Participation in the Partnering process is entirely voluntary. After award of an individual order, the Government and the successful offeror will decide whether or not to engage in the Partnering process. Accordingly, offerors shall not include any anticipated costs associated with the implementation of the Partnering process in their proposed cost/price (e.g., cost of hiring a facilitator and conducting the Partnering Workshop) of this contract or individual orders. If the parties elect to partner, any costs associated with that process shall be identified and agreed to after contract award.

The establishment of this Partnering arrangement does not affect the legal responsibilities or relationship of the parties and cannot be used to alter, supplement or deviate from the terms of the contract. Any changes to the contract must be executed in writing by the Contracting Officer.

## **SECTION H – SPECIAL CONTRACT REQUIREMENTS**

Implementation of this Partnering relationship will be based upon the AMC Model Partnering Process, as well as the principles and procedures set forth in the AMC Partnering Guide. The principal government representatives for this effort will be (include names, positions, and roles in contract administration). The AMC Partnering Guide is available from “[http://www.amc.army.mil/amc/command\\_counsel/partnering.html](http://www.amc.army.mil/amc/command_counsel/partnering.html)”.

### **H.22 YEAR 2000 WARRANTY--COMMERCIAL SUPPLY ITEMS**

The contractor warrants that each hardware, software, and firmware product delivered under this contract and listed below shall be able to accurately process date/time data (including, but not limited to, calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations to the extent that other information technology, used in combination with the information technology being acquired, properly exchanges date/time data with it. If the contract requires that specific listed products must perform as a system in accordance with the foregoing warranty, then that warranty shall apply to those listed products as a system.

The duration of this warranty and the remedies available to the Government for breach of this warranty shall be as defined in, and subject to, the terms and limitations of the contractor's standard commercial warranty or warranties contained in this contract, provided that notwithstanding any provision to the contrary in such commercial warranty or warranties, the remedies available to the Government under this warranty shall include repair or replacement of any listed product whose non-compliance is discovered and made known to the contractor in writing within ninety (90) days after acceptance. Nothing in this warranty shall be construed to limit any rights or remedies the Government may otherwise have under this contract with respect to defects other than Year 2000 performance.

### **H.23 YEAR 2000 WARRANTY--NON-COMMERCIAL SUPPLY ITEMS**

The contractor warrants that each non-commercial item of hardware, software, and firmware delivered or developed under this contract and listed below shall be able to accurately process date/time data (including, but not limited to, calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations to the extent that other information technology, used in combination with the information technology being acquired, properly exchanges date/time data with it. If the contract requires that specific listed items must perform as a system in accordance with the foregoing warranty, then that warranty shall apply to those listed items as a system. The duration of this warranty and the remedies available to the Government for breach of this warranty shall be as defined in, and subject to, the terms and limitations of any general warranty provisions of this contract, provided that notwithstanding any provision to the contrary in such warranty provision(s), or in the absence of any such warranty provision(s), the remedies available to the



## **SECTION H – SPECIAL CONTRACT REQUIREMENTS**

Government under this warranty shall include repair or replacement of any listed item whose non-compliance is discovered and made known to the contractor in writing within ninety (90) days after acceptance. Nothing in this warranty shall be construed to limit any rights or remedies the Government may otherwise have under this contract with respect to defects other than Year 2000 performance.

## SECTION I – CONTRACT CLAUSES

### I.1 CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (FEB 1998)

This contract incorporates the following clauses by reference with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): <http://farsite.hill.af.mil>

#### FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

<u>FAR CLAUSE NUMBER</u>	<u>CLAUSE TITLE</u>	<u>DATE</u>
52.202-1	Definitions	OCT 1995
52.202-1	Definitions (Oct 1995) -- Alternate I	APR 1984
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions on Subcontractor Sales to the Government	JUL 1995
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds For Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	JUN 1997
52.204-2	Security Requirements	AUG 1996
52.204-2	Security Requirements – Alternate I	AUG 1996
52.204-4	Printing/Copying Double-Sided On Recycled Paper	JUN 1996
52.207-5	Option To Purchase Equipment	FEB 1995
52.209-3	First Article Approval -- Contractor Testing	SEP 1989
52.209-4	First Article Approval -- Government Testing	SEP 1989
52.209-6	Protecting The Governments Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed For Debarment	JUL 1995
52.211-5	Material Requirements	OCT 1997
52.211-15	Defense Priority And Allocation Requirements	SEP 1990
52.215-2	Audit And Records - Negotiation	JUN 1999
52.215-8	Order Of Precedence--Uniform Contract Format	OCT 1997
52.215-10	Price Reduction For Defective Cost Or Pricing Data	OCT 1997

## SECTION I – CONTRACT CLAUSES

<u>FAR</u> <u>CLAUSE</u> <u>NUMBER</u>	<u>CLAUSE TITLE</u>	<u>DATE</u>
52.215-11	Price Reduction For Defective Cost Or Pricing Data--Modifications	OCT 1997
52.215-12	Subcontractor Cost Or Pricing Data	OCT 1997
52.215-13	Subcontractor Cost Or Pricing Data-- Modifications.	OCT 1997
52.215-14	Integrity Of Unit Prices	OCT 1997
52.215-15	Pension Adjustments And Asset Reversions	DEC 1998
52.215-18	Reversion Or Adjustment Of Plans For Postretirement Benefits (PRB) Other Than Pensions	OCT 1997
52.216-7	Allowable Cost And Payment	APR 1998
52.216-8	Fixed Fee	MAR 1997
52.216-24	Limitation of Government Liability	OCT 1997
52.216-27	Single Or Multiple Awards	OCT 1995
52.217-8	Option to Extend Services	AUG 1989
52.217-9	Option To Extend The Term Of The Contract	MAR 1989
52.219-7	Notice Of Partial Small Business Set-Aside	JUL 1996
52.219-8	Utilization Of Small Business Concerns	OCT 1999
52.219-9	Small Business Subcontracting Plan (Oct 1999) Alternate II	JAN 1999
52.219-14	Limitations On Subcontracting	DEC 1996
52.219-16	Liquidated Damages - Subcontracting Plan	JAN 1999
52.222-1	Notice To The Government Of Labor Disputes	FEB 1997
52.222-2	Payment for Overtime Premiums	JUL 1990
52.222-3	Convict Labor	AUG 1996
52.222-4	Contract Work Hours and Safety Standards Act – Overtime Compensation	JUL 1995
52.222-20	Walsh-Healey Public Contracts Act	DEC 1996
52.222-26	Equal Opportunity	FEB 1999
52.222-35	Affirmative Action For Disabled Veterans And Veterans Of The Vietnam Era	APR 1998
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Disabled Veterans And Veterans Of The Vietnam Era	JAN 1999
52.222-41	Service Contract Act Of 1965, As Amended	MAY 1989

## SECTION I – CONTRACT CLAUSES

<u>FAR CLAUSE NUMBER</u>	<u>CLAUSE TITLE</u>	<u>DATE</u>
52.222-43	Fair Labor Standards Act And Service Contract Act - Price Adjustment (Multiple Year And Option Contracts)	MAY 1989
52.222-44	Fair Labor Standards Act And Service Contract Act - Price Adjustment	MAY 1989
52.223-2	Clean Air and Water	APR 1984
52.223-3	Hazardous Material Identification And Material Safety Data	JAN 1997
52.223-5	Pollution Prevention And Right-To-Know Information	APR 1998
52.223-6	Drug-Free Workplace	JAN 1997
52.223-12	Refrigeration Equipment and Air Conditioners	MAY 1995
52.223-14	Toxic Chemical Release Reporting	OCT 1996
52.225-10	Duty-Free Entry	APR 1984
52.226-1	Utilization Of Indian Organizations And Indian-Owned Economic Enterprises	MAY 1999
52.227-1	Authorization And Consent	JUL 1995
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement	AUG 1996
52.227-9	Refund of Royalties	APR 1984
52.227-10	Filing of Patent Applications -- Classified Subject Matter	APR 1984
52.227-11	Patent Rights -- Retention by the Contractor (Short Form)	JUN 1997
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.228-7	Insurance - Liability to Third Persons	MAR 1996
52.229-3	Federal, State, And Local Taxes	JAN 1991
52.229-5	Taxes - Contracts Performed In U.S. Possessions Or Puerto Rico	APR 1984
52.230-2	Cost Accounting Standards	APR 1998
52.230-3	Disclosure And Consistency Of Cost Accounting Practices	APR 1998
52.230-4	Consistency In Cost Accounting Practices	AUG 1992
52.230-6	Administration Of Cost Accounting Standards	APR 1996
52.232-1	Payments	APR 1984
52.232-7	Payments Under Time-and-Materials and Labor-Hour Contracts	FEB 1997
52.232-8	Discounts for Prompt Payment	MAY 1997
52.232-9	Limitation on Withholding of Payments	APR 1984

## SECTION I – CONTRACT CLAUSES

<u>FAR</u> <u>CLAUSE</u> <u>NUMBER</u>	<u>CLAUSE TITLE</u>	<u>DATE</u>
52.232-11	Extras	APR 1984
52.232-16	Progress Payments	JUL 1991
52.232-17	Interest	JUN 1996
52.232-18	Availability of Funds	APR 1984
52.232-20	Limitation of Cost	APR 1984
52.232-22	Limitation of Funds	APR 1984
52.232-23	Assignment Of Claims (Jan 1986) -- Alternate I	APR 1984
52.232-25	Prompt Payment	JUN 1997
52.232-32	Performance-Based Payments	MAY 1997
52.232-33	Payment By Electronic Funds Transfer – Central Contractor Registration	MAY 1999
52.233-1	Disputes (Oct 1995) -- Alternate I	DEC 1991
52.233-3	Protest After Award (Aug 1996) -- Alternate I	JUN 1985
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.237-3	Continuity of Services	JAN 1991
52.242-1	Notice Of Intent To Disallow Costs	APR 1984
52.242-2	Production Progress Reports	APR 1991
52.242-3	Penalties For Unallowable Costs	OCT 1995
52.242-4	Certification Of Final Indirect Costs	JAN 1997
52.242-12	Report of Shipment (REPSHIP)	JUL 1995
52.242-13	Bankruptcy	JUL 1995
52.243-1	Changes - Fixed-Price	AUG 1987
52.243-1	Changes – Fixed-Price (Apr 1984)--Alternate I	AUG 1987
52.243-1	Changes – Fixed-Price (Apr 1984)--Alternate II	AUG 1987
52.243-2	Changes - Cost-Reimbursement	AUG 1987
52.243-2	Changes - Cost-Reimbursement (Apr 1984) --Alternate I	AUG 1987
52.243-2	Changes - Cost-Reimbursement (Apr 1984) --Alternate II	AUG 1987
52.243-6	Change Order Accounting	AUG 1987
52.243-7	Notification of Changes	APR 1984
52.244-2	Subcontracts	AUG 1998
52.244-2	Subcontracts (Aug 1998) -- Alternate I	AUG 1998
52.244-5	Competition In Subcontracting	DEC 1996
52.244-6	Subcontracts For Commercial Items And Commercial Components	OCT 1998
52.245-2	Government Property (Fixed-Price Contracts)	DEC 1989
52.245-5	Government Property (Cost-Reimbursement, Time-And-Material, Or Labor-Hour Contracts)	JAN 1986
52.245-18	Special Test Equipment	FEB 1993
52.245-19	Government Property Furnished "As Is"	APR 1984

**SECTION I – CONTRACT CLAUSES**

<u>FAR CLAUSE NUMBER</u>	<u>CLAUSE TITLE</u>	<u>DATE</u>
52.246-23	Limitation Of Liability	FEB 1997
52.246-24	Limitation Of Liability--High-Value Items	FEB 1997
52.246-24	Limitation Of Liability--High-Value Items (APR 1984) -- Alternate I	FEB 1997
52.246-25	Limitation of Liability—Services	FEB 1997
52.247-17	Charges	APR 1984
52.248-1	Value Engineering	MAR 1989
52.249-2	Termination for Convenience of the Government (Fixed-Price)	SEP 1996
52.249-6	Termination (Cost-Reimbursement)	SEP 1996
52.249-8	Default (Fixed-Price Supply And Service)	APR 1984
52.249-14	Excusable Delays	APR 1984
52.251-1	Government Supply Sources	APR 1984
52.252-4	Alterations In Contract	APR 1984
52.253-1	Computer Generated Forms	JAN 1991

**I.2 CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (FEB 1998)**

**FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES  
(Commercial Clauses)**

<u>FAR CLAUSE NUMBER</u>	<u>CLAUSE TITLE</u>	<u>DATE</u>
52.212-1	Instructions To Offerors--Commercial Items	JUN 1999
52.212-2	Evaluation - Commercial Items.	JAN 1999
52.212-3	Offeror Representations And Certifications – Commercial Items	OCT 1999
52.212-4	Contract Terms And Conditions - Commercial Items	MAY 1999
52.212-5	Contract Terms And Conditions Required To Implement Statutes Or Executive Orders - Commercial Items	MAY 1999

## **SECTION I – CONTRACT CLAUSES**

### **I.3 NOTIFICATION OF OWNERSHIP CHANGES (FAR 52.215-19) (OCT 1997)**

(a) The Contractor shall make the following notifications in writing:

(1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.

(2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall-- (1) Maintain current, accurate, and complete inventory records of assets and their costs; (2) Provide the ACO or designated representative ready access to the records upon request; (3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and (4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

(c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

### **I.4 ORDERING (FAR 52.216-18) (OCT 1995)**

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from the date of award through 1 September 2008.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

## SECTION I – CONTRACT CLAUSES

### I.5 ORDER LIMITATIONS (FAR 52.216-19) (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$10,000.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor -

(1) Any order for a single item in excess of \$100,000,000;

(2) Any order for a combination of items in excess of \$100,000,000

(3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 5 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

### I.6 OZONE-DEPLETING SUBSTANCES (FAR 52.223-11) (JUN 1996)

(a) Definition. "Ozone-depleting substance", as used in this clause, means any substance designated as Class I by the Environmental Protection Agency (EPA) (40 CFR Part 82), including but not limited to chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or any substance designated as Class II by EPA (40 CFR Part 82), including but not limited to hydrochlorofluorocarbons.

(b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j (b), (c), and (d) and 40 CFR Part 82, Subpart E, as follows:

#### WARNING

Contains (or manufactured with, if applicable) \*[ ], a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.

\* The Contractor shall insert the name of the substance(s).



## **SECTION I – CONTRACT CLAUSES**

### **I.7 NOTICE OF RADIOACTIVE MATERIALS (FAR 52.223-7) (JAN 1997)**

(a) The Contractor shall notify the Contracting Officer or designee, in writing, [60] days prior to the delivery of, or prior to completion of any servicing required by this contract of, items containing either (1) radioactive material requiring specific licensing under the regulations issued pursuant to the Atomic Energy Act of 1954, as amended, as set forth in Title 10 of the Code of Federal Regulations, in effect on the date of this contract, or (2) other radioactive material not requiring specific licensing in which the specific activity is greater than 0.002 microcuries per gram or the activity per item equals or exceeds 0.01 microcuries. Such notice shall specify the part or parts of the items which contain radioactive materials, a description of the materials, the name and activity of the isotope, the manufacturer of the materials, and any other information known to the Contractor which will put users of the items on notice as to the hazards involved (OMB No. 9000-0107).

(b) If there has been no change affecting the quantity of activity, or the characteristics and composition of the radioactive material from deliveries under this contract or prior contracts, the Contractor may request that the Contracting Officer or designee waive the notice requirement in paragraph (a) of this clause. Any such request shall -

(1) Be submitted in writing;

(2) State that the quantity of activity, characteristics, and composition of the radioactive material have not changed; and

(3) Cite the contract number on which the prior notification was submitted and the contracting office to which it was submitted.

(c) All items, parts, or subassemblies which contain radioactive materials in which the specific activity is greater than 0.002 microcuries per gram or activity per item equals or exceeds 0.01 microcuries, and all containers in which such items, parts or subassemblies are delivered to the Government shall be clearly marked and labeled as required by the latest revision of MIL-STD 129 in effect on the date of the contract.

(d) This clause, including this paragraph (d), shall be inserted in all subcontracts for radioactive materials meeting the criteria in paragraph (a) of this clause.

### **I.8 WARRANTY OF DATA (FAR 252.246-7001) (DEC 1991)**

(a) "Definition - Technical data" and "Computer Software" has the same meaning as given in the clause in this contract entitled, Rights in Technical Data – Noncommercial Items.

(b) "Warranty." Notwithstanding inspection and acceptance by the Government of technical data or computer software furnished under this contract, and notwithstanding any

## SECTION I – CONTRACT CLAUSES

provision of this contract concerning the conclusiveness of acceptance, the Contractor warrants that all technical data and computer software delivered under this contract will at the time of delivery conform with the specifications and all other requirements of this contract. For technical data, the warranty period shall extend for three years after completion of the delivery of the line item of data (as identified in DD Form 1423, Contract Data Requirements List) of which the data forms a part; or any longer period specified in the contract. For computer software, the warranty period shall extend for 90 days after completion of the delivery of the line time of which the software forms a part.

(c) "Contractor Notification." The Contractor agrees to notify the Contracting Officer in writing immediately of any breach of the above warranties which the Contractor discovers within the warranty period.

(d) "Remedies." The following remedies shall apply to all breaches of the warranty, whether the Contractor notifies the Contracting Officer in accordance with paragraph (c) of this clause or if the Government notifies the Contractor of the breach in writing within the warranty period:

(1) Within a reasonable time after such notification, the Contracting Officer may -

(i) By written notice, direct the Contractor to correct or replace at the Contractor's expense the nonconforming technical data or computer software promptly; or

(ii) If the Contracting Officer determines that the Government no longer has a requirement for correction or replacement of the data, or that the data can be more reasonably corrected by the Government, inform the Contractor by written notice that the Government elects a price or fee adjustment instead of correction or replacement.

(2) If the Contractor refuses or fails to comply with a direction under paragraph (d) (1)(i) of this clause, the Contracting Officer may, within a reasonable time of the refusal or failure --

(i) By contract or otherwise, correct or replace the nonconforming technical data or computer software and charge the cost to the Contractor; or

(ii) Elect a price or fee adjustment instead of correction or replacement.

(3) The remedies in this clause represent the only way to enforce the Government's rights under this clause.

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(e) The provisions of this clause apply anew to that portion of any corrected or replaced technical data or computer software furnished to the Government under paragraph (d)(1)(i) of this clause.

### **I.9 INDEFINITE QUANTITY (FAR 52.216-22) (OCT 1995)**

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract beyond five years of the basic IDIQ contract period of performance.

### **I.10 OPTION TO EXTEND THE TERM OF THE CONTRACT (NOV 1999)**

(a) The Government may extend the term of this contract by written notice to the Contractor within eight years from contract award; provided, that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option provision.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 8 years, 6 months.

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### I.12 CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (FEB 1998)

#### DOD FAR SUPPLEMENT (48 CFR CHAPTER 2) CLAUSES

DFAR CLAUSE NUMBER	CLAUSE TITLE	DATE
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7001	Prohibition on persons convicted of fraud or other defense-contract-related felonies	MAR 1999
252.203-7002	Display of DoD Hotline Poster	DEC 1991
252.204-7000	Disclosure of Information	DEC 1991
252.204-7002	Payment for Subline Items Not Separately Priced	DEC 1991
252.204-7003	Control of Government Personnel Work Product	APR 1992
252.204-7004	Required Central Contractor Registration	MAR 2000
252.205-7000	Provision of Information to Cooperative Agreement Holders	DEC 1991
252.209-7000	Acquisition from Subcontractors Subject to On-Site Inspection Under the Intermediate-Range Nuclear Forces (INF) Treaty	NOV 1995
252.209-7004	Subcontracting with Firms That Are Owned or Controlled by the Government of a Terrorist Country	MAR 1998
252.211-7000	Acquisition Streamlining	DEC 1991
252.211-7005	Substitutions for Military or Federal Specifications and Standards	MAR 1999
252.215-7000	Pricing Adjustments	DEC 1991
252.215-7002	Cost Estimating System Requirements	OCT 1998
252.217-7000	Exercise of Option to Fulfill Foreign Military Sales Commitments	DEC 1991
252.217-7027	Contract Definitization	OCT 1998
252.217-7028	Over and Above Work	DEC 1991
252.219-7003	Small, Small Disadvantaged and Women-owned Small Business Subcontracting Plan (DoD Contracts)	APR 1996
252.219-7004	Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (Test Program)	JUN 1997
252.223-7001	Hazard Warning Labels	DEC 1991
252.223-7004	Drug-Free Workforce	SEP 1988
252.223-7006	Prohibition on Storage and Disposal of Toxic and Hazardous Materials	APR 1993
252.225-7001	Buy American Act and Balance of Payments Program	MAR 1998
252.225-7002	Qualifying Country Sources as Subcontractors	DEC 1991
252.225-7009	Duty-free entry--qualifying country supplies (end products and components)	MAR 1998
252.225-7010	Duty Free Entry – Additional Provisions	MAR 1998

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<b>DFAR CLAUSE NUMBER</b>	<b><u>CLAUSE TITLE</u></b>	<b><u>DATE</u></b>
252.225-7012	Preference for Certain Domestic Commodities	SEP 1997
252.225-7014	Preference for Domestic Specialty Metals	MAR 1998
252.225-7016	Restriction on Acquisition of Ball and Roller Bearings	AUG 1998
252.225-7026	Reporting of Contract Performance Outside the United States	MAR 1998
252.225-7027	Restriction on Contingent Fees for Foreign Military Sales	MAR 1998
252.225-7028	Exclusionary Policies and Practices of Foreign Governments	DEC 1991
252.225-7031	Secondary Arab Boycott of Israel	JUN 1992
252.225-7036	Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program	MAR 1998
252.225-7037	Duty-Free Entry--Eligible End Products	MAR 1998
252.227-7000	Non-Estoppel	OCT 1966
252.227-7013	Rights in Technical Data - Noncommercial Items	NOV 1995
252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation	JUN 1995
252.227-7015	Technical Data--Commercial Items	NOV 1995
252.227-7016	Rights in Bid or Proposal Information	JUN 1995
252.227-7017	Identification and Assertion of Use, Release, or Disclosure Restrictions	JUN 1995
252.227-7019	Validation of Asserted Restrictions--Computer Software	JUN 1995
252.227-7025	Limitations on the Use or Disclosure of Government Furnished Information Marked with Restrictive Legends	JUN 1995
252.227-7026	Deferred Delivery of Technical Data or Computer Software	APR 1988
252.227-7027	Deferred Ordering of Technical Data or Computer Software	APR 1988
252.227-7028	Technical Data or Computer Software Previously Delivered to the Government	JUN 1995
252.227-7030	Technical Data - Withholding of Payment	MAR 2000
252.227-7034	Patents – Subcontracts	APR 1984
252.227-7036	Declaration of Technical Data Conformity	JAN 1997
252.227-7037	Validation of Restrictive Markings on Technical Data	SEP 1999
252.227-7039	Patents--Reporting of Subject Inventions	APR 1990
252.229-7000	Invoices Exclusive of Taxes or Duties	JUN 1997
252.231-7000	Supplemental Cost Principles	DEC 1991
252.232-7002	Progress Payments for Foreign Military Sales Acquisitions	DEC 1991
252.232-7004	DoD Progress Payment Rates	FEB 1996
252.234-7000	Notice of Earned Value Management System	MAR 1998
252.234-7001	Earned Value Management System	MAR 1998
252.242-7000	Postaward Conference	DEC 1991
252.242-7004	Material Management and Accounting System	SEP 1996
252.242-7005	Cost/Schedule Status Report	MAR 1998

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<b>DFAR CLAUSE NUMBER</b>	<b><u>CLAUSE TITLE</u></b>	<b><u>DATE</u></b>
252.242-7006	Cost/Schedule Status Report Plans	MAR 1997
252.243-7001	Pricing of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.245-7000	Government-Furnished Mapping, Charting, and Geodesy Property	DEC 1991
252.245-7001	Reports of Government Property	MAY 1994
252.246-7000	Material Inspection and Receiving Report	DEC 1991
252.246-7001	Warranty of Data	DEC 1991
252.247-7023	Transportation of Supplies by Sea	MAR 2000
252.248-7000	Preparation of Value Engineering Change Proposals	MAY 1994
252.249-7002	Notification of Anticipated Contract Termination or Reduction	DEC 1996
252.251-7000	Ordering from Government Supply Sources	MAY 1995

**SECTION J – LIST OF EXHIBITS, ATTACHMENTS, AND OTHER DOCUMENTS**

1.	Attachment 1	AMSTI-00-W025 Version 1.2 Statement of Work for the STRICOM Omnibus Contract dated 4 May 2000	12 pages
2.	Attachment 2	DD Forms 1423, Contract Data Requirements Lists	10 pages
3.	Attachment 3	DD Forms 1423, Sample Contract Data Requirements	1 page
4.	Attachment 4	NAWCTSD Form 4330/60 Data Item Transmittal/Acceptance/Rejection Form	1 page
5.	Attachment 5	DD254 DOD Contract Security Classification Specification	5 pages
6.	Attachment 6	Government Concept of Operations (GCO)	60 pages
7.	Attachment 7	Cost/Price Format Spreadsheet	48 pages
8.	Attachment 8	RFP Question Submittal Form	1 page
9.	Attachment 9	LOTs I-IV Labor Categories	23 pages
10.	Attachment 10	Dun & Bradstreet Supplier Evaluation Report Form	2 pages

## **SECTION K – REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS**

### **K.1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FAR 52.252-1) (FEB 1998)**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es): <http://farsite.hill.af.mil>

#### **FAR**

#### **CLAUSE**

<u>NUMBER</u>	<u>CLAUSE TITLE</u>	<u>DATE</u>
52.203-11	Certification And Disclosure Regarding Payments To Influence Certain Federal Transactions	APR 1991
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
252.209-7003	Compliance With Veterans' Employment Reporting Requirements	MAR 1998

### **K.2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (FAR 52.203-2) (APR 1985)**

(a) The offeror certifies that -

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to -

(i) Those prices;

(ii) The intention to submit an offer;, or

(iii) The methods or factors used to calculate the prices offered.

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and



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(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory -

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; or

(2)(i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision

[insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) of this provision have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies subparagraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

## **SECTION K – REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS**

### **K.3 TAXPAYER IDENTIFICATION (FAR 52.204-3) (OCT 1998)**

#### **(a) Definitions.**

"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

#### **(d) Taxpayer Identification Number (TIN).**

☐ TIN: \_\_\_\_\_

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

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☐ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

- ☐ Sole proprietorship;  
☐ Partnership;  
☐ Corporate entity (not tax-exempt);  
☐ Corporate entity (tax-exempt);  
☐ Government entity (Federal, State, or local);  
☐ Foreign government;  
☐ International organization per 26 CFR 1.6049-4;  
☐ Other \_\_\_\_\_

(f) Common parent.

☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

☐ Name and TIN of common parent:

Name \_\_\_\_\_  
TIN \_\_\_\_\_

**K.4 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED  
DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (FAR 52.209-5)  
(MAR 1996)**

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that -

(i) The Offeror and/or any of its Principals -

(A) Are ☐ are not ☐ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ☐ have not ☐, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of

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offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are ☐ are not ☐ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offeror has ☐ has not ☐, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies

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available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

### **K.5 PLACE OF PERFORMANCE (FAR 52.215-6) (OCT 1997)**

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, \_\_\_ intends, \_\_\_ does not intend (check applicable block) to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

PLACE OF PERFORMANCE  
(STREET ADDRESS, CITY,  
STATE, COUNTY, ZIP CODE)

NAME AND ADDRESS OF OWNER  
AND OPERATOR OF THE PLANT  
OR FACILITY IF OTHER THAN  
OFFEROR OR RESPONDENT

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

### **K.6 SMALL BUSINESS PROGRAM REPRESENTATIONS (FAR 52.219-1) (MAY 1999)**

(a)(1) The standard industrial classification (SIC) code for this acquisition is 3699 for LOTs I, II, and III, and 8731 for LOT IV.

(2) The small business size standard is 750 employees for LOTs I, II, and III, and 1000 employees for LOT IV.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations. (1) The offeror represents as part of its offer that it [ ] is, [ ] is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, as part of its offer that it (\_\_\_) is, (\_\_\_) is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

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(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it [ ] is, [ ] is not a women-owned small business concern.

(c) Definitions.

"Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

"Women-owned small business concern," as used in this provision, means a small business concern -

(1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice. (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall --

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

**SECTION K – REPRESENTATIONS, CERTIFICATIONS, AND OTHER  
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(a) Cost or charges for royalties. When the response to this solicitation contains costs or charges for royalties totaling more than \$250, the following information shall be included in the response relating to each separate item of royalty or license fee:

(1) Name and address of licensor.

(2) Date of license agreement.

(3) Patent numbers, patent application serial numbers, or other basis on which the royalty is payable.

(4) Brief description, including any part or model numbers of each contract item or component on which the royalty is payable.

(5) Percentage or dollar rate of royalty per unit.

(6) Unit price of contract item.

(7) Number of units.

(8) Total dollar amount of royalties.

(b) Copies of current licenses. In addition, if specifically requested by the Contracting Officer before execution of the contract, the offeror shall furnish a copy of the current license agreement and an identification of applicable claims of specific patents.

**K.8 CLEAN AIR AND WATER CERTIFICATION (FAR 52.223-1) (APR 1984)**

The Offeror certifies that -

(a) Any facility to be used in the performance of this proposed contract is \_\_\_\_ is not \_\_\_\_ listed on the Environmental Protection Agency (EPA) List of Violating Facilities;

(b) The Offeror will immediately notify the Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the EPA, indicating that any facility that the Offeror proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and

(c) The Offeror will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract.

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The offeror represents that -

- (a) It ( ) has, ( ) has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;
- (b) It ( ) has, ( ) has not filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

**K.10 AFFIRMATIVE ACTION COMPLIANCE (FAR 52.222-25) (APR 1984)**

The offeror represents that -

- (a) It \_\_\_ has developed and has on file, \_\_\_ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2); or
- (b) It \_\_\_ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

**K.11 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (52.223-13) (OCT 1996)**

- (a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.

(b) By signing this offer, the offeror certifies that -

- (1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or



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(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: *(Check each block that is applicable.)*

\_\_\_ (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

\_\_\_ (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

\_\_\_ (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

\_\_\_ (iv) The facility does not fall within Standard Industrial Classification Code (SIC) designations 20 through 39 as set forth in section 19.102 of the Federal Acquisition Regulation; or

\_\_\_ (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

**K.12 SECONDARY ARAB BOYCOTT OF ISRAEL (DFAR 252.225-7031) (JUN 1992)**

(a) Definitions.

As used in this clause --

"Foreign person" means any person other than a United States person as defined in section 16(2) of the Export Administration Act of 1979 (50 U.S.C. App. Sec. 2415).

"United States person" is defined in section 16(2) of the Export Administration Act of 1979 and means any United States resident or national (other than an individual resident outside the United States an employed by other than a United States person); any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or

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affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as determined under regulations of the President.

(b) "Certification." By submitting this offer, the Offeror, if a foreign person, company or entity, certifies that --

(1) Does not comply with the Secondary Arab Boycott of Israel; and

(2) Is not taking or knowingly agreeing to take action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. Sec. 2407(a) prohibits a United States person from taking.

### **K.13 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (FAR 52.230-1) (APR 1996) -- ALTERNATE I (APR 1996)**

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

#### **I. DISCLOSURE STATEMENT - COST ACCOUNTING PRACTICES AND CERTIFICATION**

(a) Any contract in excess of \$500,000 resulting from this solicitation, except contracts in which the price negotiated is based on (1) established catalog or market prices of commercial items sold in substantial quantities to the general public, or (2) prices set by law or regulation, will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for

## **SECTION K – REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS**

submission by providing the information requested in paragraph (c) of Part I of this provision.

Caution: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

☐ (1) Certificate of Concurrent Submission of Disclosure Statement. The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows:

(i) Original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable; and

(ii) One copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement: \_\_\_\_\_ Name and Address of Cognizant ACO or Federal Official Where Filed: \_\_\_\_\_

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

☐ (2) Certificate of Previously Submitted Disclosure Statement. The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement: \_\_\_\_\_ Name and Address of Cognizant ACO or Federal Official Where Filed: \_\_\_\_\_

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

## **SECTION K – REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS**

☐ (3) Certificate of Monetary Exemption. The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling more than \$25 million (of which at least one award exceeded \$1 million) in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

☐ (4) Certificate of Interim Exemption. The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

Caution: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$25 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

☐ (5) Certificate of Disclosure Statement Due Date by Educational Institution. If the offeror is an educational institution that, under the transition provisions of 48 CFR 9903.202-1(f), is or will be required to submit a Disclosure Statement after receipt of this award, the offeror hereby certifies that (check one and complete):

☐ (i) A Disclosure Statement Filing Due Date of \_\_\_\_\_ has been established with the cognizant Federal agency.

☐ (ii) The Disclosure Statement will be submitted within the 6-month period ending \_\_\_\_\_ months after receipt of this award.

Name and Address of Cognizant ACO or Federal Official Where  
Disclosure Statement is to be Filed:

\_\_\_\_\_

**SECTION K – REPRESENTATIONS, CERTIFICATIONS, AND OTHER  
STATEMENTS OF OFFERORS****II. COST ACCOUNTING STANDARDS - ELIGIBILITY FOR MODIFIED CONTRACT  
COVERAGE**

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

\* The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$25 million in awards of CAS-covered prime contracts and subcontracts, or the offeror did not receive a single CAS-covered award exceeding \$1 million. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

Caution: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$25 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$25 million or more.

**III. ADDITIONAL COST ACCOUNTING STANDARDS APPLICABLE TO EXISTING  
CONTRACTS**

The offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

☐ yes ☐ no

**K.14 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A  
TERRORIST COUNTRY (DFAR 252.209-7001) (MAR 1998)**

(a) "Definitions."

As used in this provision --

(1) "Government of a terrorist country" includes the state and the government of a terrorist country, as well as any political subdivision, agency, or instrumentality thereof.

**SECTION K – REPRESENTATIONS, CERTIFICATIONS, AND OTHER  
STATEMENTS OF OFFERORS**

(2) "Terrorist country" means a country determined by the Secretary of State, under section 6(j)(1)(A) of the Export Administration Act of 1979 (50 U.S.C. App. 2405(j)(i)(A)), to be a country the government of which has repeatedly provided support for such acts of international terrorism. As of the date of this provision, terrorist countries include: Cuba, Iran, Iraq, Libya, North Korea, Sudan, and Syria.

(3) "Significant interest" means --

(i) Ownership of or beneficial interest in 5 percent or more of the firm's or subsidiary's securities. Beneficial interest includes holding 5 percent or more of any class of the firm's securities in "nominee shares," "street names," or some other method of holding securities that does not disclose the beneficial owner;

(ii) Holding a management position in the firm, such as a director or officer;

(iii) Ability to control or influence the election, appointment, or tenure of directors or officers in the firm;

(iv) Ownership of 10 percent or more of the assets of a firm such as equipment, buildings, real estate, or other tangible assets of the firm; or

(v) Holding 50 percent or more of the indebtedness of a firm.

(b) "Prohibition on award". In accordance with 10 U.S.C. 2327, no contract may be awarded to a firm or a subsidiary of a firm if the government of a terrorist country has a significant interest in the firm or subsidiary or, in the case of a subsidiary, the firm that owns the subsidiary, unless a waiver is granted by the Secretary of Defense.

(c) "Disclosure."

If the government of a terrorist country has a significant interest in the Offeror or a subsidiary of the Offeror, the Offeror shall disclose such interest in an attachment to its offer. If the Offeror is a subsidiary, it shall also disclose any significant interest the government of a terrorist country has in any firm that owns or controls the subsidiary. The disclosure shall include --

(1) Identification of each government holding a significant interest; and

(2) A description of the significant interest held by each government.

**SECTION K – REPRESENTATIONS, CERTIFICATIONS, AND OTHER  
STATEMENTS OF OFFERORS**

**K.15 ADDRESS TO WHICH PAYMENT SHALL BE MAILED**

Bidder/Offeror shall indicate in the space provided below the address to which payment should be made, only if different than what will be cited on the first page of the contract:

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**K.16 DCMA/DCAA POINTS OF CONTACT**

The offeror (and significant subcontractors who are anticipated to perform 15% or more of the overall dollar value of the contract) shall provide the following information concerning the cognizant DCMA/DCAA offices.

DCMA:

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Point of Contact:

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Phone Number:

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Fax Number:

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DCAA:

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Point of Contact:

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Phone Number:

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## SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR RESPONDENTS

### L.1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FAR 52.252-1) (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es): <http://farsite.hill.af.mil>

#### FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

<u>FAR CLAUSE NUMBER</u>	<u>CLAUSE TITLE</u>	<u>DATE</u>
52.204-6	Data Universal Numbering System (Duns) Number	JUN 1999
52.215-1	Instructions To Offerors - Competitive Acquisition	OCT 1997
52.215-16	Facilities Capital Cost Of Money	OCT 1997
52.215-20	Requirements For Cost Or Pricing Data Or Information Other Than Cost Or Pricing Data	OCT 1997
52.215-20	Requirements For Cost Or Pricing Data Or Information Other Than Cost Or Pricing Data Oct 1997 -- Alternate III	OCT 1997
52.215-20	Requirements For Cost Or Pricing Data Or Information Other Than Cost Or Pricing Data OCT 1997 -- Alternate IV	OCT 1997
52.215-21	Requirements For Cost Or Pricing Data Or Information Other Than Cost Or Pricing Data—Modifications	OCT 1997
52.215-21	Requirements For Cost Or Pricing Data Or Information Other Than Cost Or Pricing Data—Modifications – Alternate III	OCT 1997
52.215-21	Requirements For Cost Or Pricing Data Or Information Other Than Cost Or Pricing Data—Modifications – Alternate IV	OCT 1997
52.222-24	Preaward On-Site Equal Opportunity Compliance Evaluation	FEB 1999
52.222-46	Evaluation Of Compensation For Professional Employees	FEB 1993

### L.2 NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE (FAR 52.211-14) (SEP 1990)

Any contract awarded as a result of this solicitation will be [ ] DX rated order; [X] DO rated order certified for national defense use under the Defense Priorities and Allocations System (DPAS) (15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation.



**SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES  
TO OFFERORS OR RESPONDENTS****L.3 AVAILABILITY OF SPECIFICATIONS LISTED IN THE DOD INDEX OF SPECIFICATIONS AND STANDARDS (DODISS) AND DESCRIPTIONS LISTED IN THE ACQUISITION MANAGEMENT SYSTEMS AND DATA REQUIREMENTS CONTROL LIST, DOD 5010.12-L (FAR 52.211-2) (AUG 1998)**

(a) Copies of specifications, standards, and data item descriptions cited in this solicitation may be obtained for a fee by submitting a request to the:

Department of Defense  
Single Stock Point (DoDSSP)  
Building 4, Section D  
700 Robbins Avenue  
Philadelphia, PA 19111-5094  
Telephone (215) 697-2667/2179  
Facsimile (215) 697-1462

(b) Order forms, pricing information, and customer support information may be obtained:

(1) By telephone at (215)697-2667/2179; or

(2) Through the DoDSSP Internet site at <http://www.dodssp.daps.mil>.

**L.4 TYPE OF CONTRACT (FAR 52.216-1) (APR 1984)**

The Government contemplates award of an Indefinite Delivery Indefinite Quantity Contract under which Cost Plus Fixed Fee, Firm Fixed Price, and Time and Material delivery/task orders may be issued.

**L.5 SERVICE OF PROTEST (FAR 52.233-2) (AUG 1996)**

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from

U.S. Army Simulation, Training, and Instrumentation Command  
ATTN: Melissa Cossentino, Code 25737  
12350 Research Parkway  
Orlando, FL 32826-3275

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

**SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES  
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**L.6 AUTHORIZED DEVIATIONS IN PROVISIONS (FAR 52.252-5) (APR 1984)**

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(Deviation)" after the date of the provision.

(b) The use in this solicitation of any Defense Federal Acquisition Regulation Supplement (48 CFR Chapter 2) provision with an authorized deviation is indicated by the addition of "(Deviation)" after the name of the regulation.

**L.7 COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE REPORTING  
(DFARS 252.204-7001) (DEC 1991)**

(a) The Offeror is requested to enter its CAGE code on its offer in the block with its name and address. The CAGE code entered must be for that name and address. Enter CAGE before the number.

(b) If the Offeror does not have a CAGE code, it may ask the Contracting Officer to request one from the Defense Logistics Services Center (DLSC). The Contracting Officer will --

(1) Ask the Contractor to complete Section B of a DD Form 2051, Request for Assignment of a Commercial and Government Entity (CAGE) Code;

(2) Complete Section A and forward the form to DLSC; and

(3) Notify the Contractor of its assigned CAGE code.

(c) Do not delay submission of the offer pending receipt of a CAGE code.

## **SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR RESPONDENTS**

### **L.8 PROPOSAL INSTRUCTIONS**

#### **1.0 General Instructions**

Offerors have the option of submitting a proposal for Contract LOTs I, II, III, IV or any combination thereof. However, offerors must demonstrate the capability to satisfactorily perform each product area within a LOT to be determined to have submitted an acceptable proposal for that specific LOT. Capabilities may be established within either the offeror's corporate structure or through contractor teaming arrangements. The Government is neither encouraging nor discouraging contractor teaming arrangements and will focus on the offeror's proposed approach to perform the full scope of work within the LOT(s) proposed. The capabilities and efforts within each LOT are listed in the Statement of Work (Section J, Attachment 1).

1.1. Content. An offeror's proposal must be written in a logical, practical, clear and concise manner and contain all pertinent information in sufficient detail to provide the evaluators with a clear understanding of the offeror's approach and to permit evaluation of the proposal. It is the responsibility of the offeror to present enough information to allow the offeror's capabilities, past performance, management approaches, and cost to be meaningfully evaluated without discussions. The offeror must include any data necessary to illustrate the adequacy of the various assumptions, approaches, and solutions relating to future contract performance. In presenting material in this proposal, the offeror is advised that quality of information is more important than quantity. Offerors are encouraged to use objective terms wherever possible and avoid the use of subjective terms to the maximum extent practicable.

1.1.1 All proposals must clearly and convincingly demonstrate that the offeror has a thorough understanding of the requirements and associated risks, and is capable of devoting the resources necessary to meet the requirements and has valid and practical solutions for all requirements. Statements that the prospective offeror understands, can or will comply with the statements paraphrasing the requirements or parts thereof are considered inadequate and unsatisfactory.

1.1.2 Offerors shall not make any changes to the solicitation requirements. Any objections to the terms and conditions of the solicitation and future contract should be addressed within the Administrative Volume (Volume I).

1.1.3 Any data previously submitted in response to another solicitation, whether submitted to the Simulation, Training, and Instrumentation Command (STRICOM), Naval Air Warfare Center Training Systems Division (NAWCTSD), or any other agency, shall be assumed to be unavailable to the source selection team during this proposal evaluation and source selection process. Therefore, proposal data shall not be incorporated into the proposal by referring to another proposal or other instrument.

1.1.4 The proposal shall be valid for not less than 180 calendar days from the proposal due date of 22 June 2000. The offeror shall make a clear statement that the proposal is valid until this

## **SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR RESPONDENTS**

date in the Administrative Volume. In compliance with FAR Subpart 4.8 (Contract Files), the Government will retain one copy of all unsuccessful proposals. Unless the offeror requests otherwise, the Government will destroy extra copies of such unsuccessful proposals.

1.1.5 Elaborate brochures or documentation, binding, detailed artwork, or other embellishments beyond that sufficient to present a complete and effective proposal, are neither necessary nor desired. Any audio, video, embedded modules, or external hyperlinks are not permitted in the proposal.

1.1.6 For the purposes of this acquisition no classified material at the SECRET level or higher will be required for inclusion in the proposals. Therefore, there is no need for a separately bound volume for classified material.

1.1.7 The Government reserves the right to request additional information after receipt of offeror's responses to the RFP.

### **1.2 Program Structure And Objectives.**

1.2.1 STRICOM plans to competitively award multiple STOC Indefinite Delivery Indefinite Quantity (IDIQ) contracts to meet the needs of the STRICOM, United States Army, other Department of Defense (DoD) customers, and Foreign Military Sales (FMS). It has been determined that all foreign sources shall be excluded from proposing as a prime contractor under the STOC solicitation. Foreign sources may pursue subcontracting arrangements and will be handled in accordance with the International Traffic in Arms Regulation. All US owned firms who will prime must submit an approved DD Form 2345 "Military Critical Technical Data Agreement" with Volume I of the proposal.

1.2.2 STOC will use a streamlined acquisition approach in order to provide timely delivery of training and instrumentation systems to all customers. The scope of STOC contracts may include the design, development, testing, production, modification, upgrade, delivery, and initial support of training and instrumentation systems. These efforts may include but are not limited to the product areas defined in the Product Area Description Document (PADD) attached at Appendix A1 to the Statement of Work (SOW). Each task/delivery order will specifically define the work to be performed by the contractor.

1.3 **Budget/Funding Information.** For consideration in developing your proposal, the program/budget funding is as follows. Funds are budgeted for awarding contracts in FY00/01 to cover the minimum order requirements for the multiple awards. In accordance with FAR 52.216-19, the stated "minimum order amount" of \$10,000.00 will be obligated on the basic contract. The minimum amount identified on the contract represents the only funding liabilities for the Government against the basic contract. Delivery/task orders issued under these contracts will be incrementally or fully funded in accordance with federal appropriations law. Program funds will be obligated for each order issued. The aggregate ceiling of the STOC contracts is \$4B.

## SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR RESPONDENTS

1.4 Point of Contact. The Procuring Contracting Officer (PCO) is the **sole** point of contact for this acquisition. Address any questions, concerns, or requests for clarification that you may have to the address/email identified in Clause L.9, "Solicitation Questions."

1.4.1 Post-Award Debriefings. All successful or unsuccessful offerors may request post-award debriefings by providing a written request to the PCO within three (3) days of receipt of award announcement. To the maximum extent practicable, debriefings will be conducted within five (5) days after the offeror's request. The time limitations discussed herein will commence upon the award of all contracts for a specific Lot, if Lots are awarded successively.

1.4.2 Discrepancies. Discrepancies shall be submitted in accordance with Clause L.9, "Solicitation Questions." The offeror is reminded that the Government reserves the right to award this effort based on the initial proposal, as received, without discussion.

1.5 Submission Requirements. Volume I shall be submitted in paper copy within a standard three-ring binder. All proposal files for Volumes II-IV shall be submitted on 650 MB CD-ROMs formatted for an IBM PC compatible computer running MS-NT 4.0. All volumes of the proposal shall be separately and clearly labeled on the binder, CD-ROM, and CD-ROM case. A separate disk set is required for each LOT proposed. This disk set shall include a separate CD-ROM for Volume II, Volume III, and Volume IV. Each binder and CD-ROM shall be labeled with the offeror's name, solicitation number, applicable LOT number, volume number and title, and copy number. Every page in the proposal shall have a header in the upper right hand corner within the top margin that includes the offeror's name, LOT number, volume number, file name, and page number. The font size within the header shall be a minimum of 8 point Times New Roman font. Identify appropriate markings such as the legend at FAR 52.215-1(e), Restriction on Disclosure and Use of Data. It is the offeror's responsibility to ensure the disk sets are virus free.

1.5.1 Page Format Restrictions and Limitations. Page size for the body of the text shall not exceed 8.5 x 11 inches. Pages shall be single spaced and shall use 12 point Times New Roman font as the minimum size font for the body of the text. If graphical information is better displayed in a foldout format, a page size of 11 x 17 may be used but will be counted as **two pages**. The minimum 12 point Times New Roman font requirement is not applicable to tables, figures, or charts. It is the offeror's responsibility to ensure the information displayed in tables, figures, or charts employs a font size that is readable. The margins of each page shall be one-inch top, bottom, left, and right. Pages shall be numbered sequentially by volume. If required, these page format restrictions shall apply to responses to any additional information requested. All proposal files shall be submitted compatible with the specified software in accordance with Attachment 6, Appendix C, Table C-1. Offerors are cautioned that only the above-mentioned software will be used to evaluate proposals.

As a minimum, disk set files will be submitted with the proposal using the file naming conventions shown below in Table L-1 for each LOT:

**SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES  
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**Table L-1**

<b><u>VOLUME</u></b>	<b><u>FILENAMES</u></b>
<b>Volume I – Administrative</b>	Hard copy submission
<b>Volume II – Present and Past Performance</b>	
For each relevant contract submitted for a product area	contractsummary1a.doc, contractsummary1b.doc, contractsummary2a.doc, contractsummary2b.doc, etc.
Information requested in Table L-6	AnnexA.doc
Information requested in Table L-7	AnnexB-prime.doc, AnnexB-sub1.doc, AnnexB-sub2.doc, etc.
Information requested in Table L-8	AnnexC-prime.doc, AnnexC-sub1.doc, AnnexC-sub2.doc, etc.
<b>Volume III – Management</b>	
Integrated Product Process Development	Prod Dev.doc
Mgmt. Of Cost, Performance, Schedule, & Sustainability	MGT of CPSS.doc
Communications	Communications.doc
Contract Management	contractmanagement.doc
Evaluation of Compensation for Professional Employees	compplan-prime.doc, compplan-sub1.doc, etc.
<b>Volume IV – Cost/Price</b>	costpricewkst.xls, prime-backup.doc, sub1-backup.doc, sub2-backup.doc, Section_B2.doc

**NOTE:** For Volume II, the naming convention for the file names is derived from the product area table, Table L-4, and the relevant experience provided. For example, contractsummary1a.doc would represent the first relevant experience for the product area Individual, Crew, Combined Arms Trainers; Individual, Crew, Combined Arms Simulators; Test Systems. Contractsummary2a.doc would represent the first relevant experience for the product area Maintenance and Part Task Trainers; Maintenance and Part Task Simulators. Similarly 1b and 2b would represent the second relevant experience for the respective product areas.

For Volume II, Tables L-7 and L-8 submissions, one file shall be used to provide information for all projects submitted for each prime or subcontractor. For example, the file name AnnexB-prime.doc represents the prime contractor's submission for Table L-7. The file name AnnexB-sub1.doc represents the information provided on the first subcontractor, etc.

For Volume III, submit a separate file for each factor. For example, the first factor, Integrated Process and Product Development, shall be submitted as Prod Dev.doc. For the Evaluation of Compensation for Professional Employee sub-factor, the compplan-prime.doc represents the prime contractor's submission. The file name compplan-sub1.doc represents the first subcontractor submission, etc.

For Volume IV, the file costpricewkst.xls will be the proposal response in accordance with Attachment 7. The file name prime-backup.doc represents the prime's cost development information. The file name sub1-backup.doc represents the first subcontractor's cost development information. Also in Volume IV, include the information required in Section B.2 of the RFP as the file name Section\_B2.doc.

Note: Additional files for glossaries, table of contents, etc. for each volume may be submitted.

## SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR RESPONDENTS

1.5.2 Proposals will be evaluated up to page limits listed in Table L-3. **Material exceeding the page limits, by volume, will not be evaluated.** Page limitations shall be treated as maximums. If discussions are required, page limitations shall be placed on responses and identified in the letters forwarding the discussion issues to the offerors. Each page shall be counted except the following: cover pages, tables of contents, and glossaries.

1.5.3 Cost or Pricing Information. All cost or pricing information shall be addressed **ONLY** in the Cost/Price Volume except the Evaluation of Compensation for Professional Employees, which shall be addressed in the Management Volume. All dollar amounts provided in response to these instructions shall be rounded to the nearest whole dollar, except individual labor rates.

1.5.4 Cross Referencing. Each volume shall be written to the greatest extent possible on a stand-alone basis so that its contents may be evaluated with a minimum of cross-referencing to other volumes of the proposal. Cross-referencing within a proposal volume is permitted where its use would conserve space without impairing clarity. Information required for proposal evaluation that is not found in its designated volume will be assumed to have been omitted from the proposal. The following Cross-Reference Matrix correlates the evaluation criteria in Section M with the information to be submitted in the proposal.

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**Table L-2  
CROSS REFERENCE MATRIX**

<b>Proposal Description</b>	<b>Section L Paragraph</b>	<b>Section M.3 Paragraph</b>	<b>Proposal Volume/ Paragraph</b>
<b>VOLUME I – ADMINISTRATIVE</b>	2.1		2.1
	2.1.1		2.1.1
	2.1.2		2.1.2
	2.1.3		2.1.3
	2.1.4		2.1.4
	2.1.5		2.1.5
	2.1.6		2.1.6
	2.1.7		2.1.7
	2.1.8		2.1.8
	2.1.9		2.1.9
<b>VOLUME II – PRESENT AND PAST PERFORMANCE</b>	3.0	1.0	3.0
Management and Manufacturing Processes	3.1.3.2	1.1	3.1.3.2
Engineering Processes and Applied Management	3.1.3.2.1	1.1.1	3.1.3.2.1
	3.1.3.2.1.1	1.1.1.1	3.1.3.2.1.1
	3.1.3.2.1.2	1.1.1.2	3.1.3.2.1.2
	3.1.3.2.1.3	1.1.1.3	3.1.3.2.1.3
	3.1.3.2.1.4	1.1.1.4	3.1.3.2.1.4
Hardware/Software Development and Integration	3.1.3.2.2	1.1.2	3.1.3.2.2
	3.1.3.2.2.1	1.1.2.1	3.1.3.2.2.1
	3.1.3.2.2.2	1.1.2.2	3.1.3.2.2.2



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	3.1.3.2.2.3	1.1.2.3	3.1.3.2.2.3
	3.1.3.2.2.4	1.1.2.4	3.1.3.2.2.4
	3.1.3.2.2.5	1.1.2.5	3.1.3.2.2.5
Hardware Manufacturing and Quality	3.1.3.2.3	1.1.3	3.1.3.2.3
	3.1.3.2.3.1	1.1.3.1	3.1.3.2.3.1
	3.1.3.2.3.2	1.1.3.2	3.1.3.2.3.2
	3.1.3.2.3.3	1.1.3.3	3.1.3.2.3.3
Business Relationships	3.1.3.3	1.2	3.1.3.3
Integrated Product Teams	3.1.3.3.1	1.2.1	3.1.3.3.1
	3.1.3.3.1.1	1.2.1.1	3.1.3.3.1.1
	3.1.3.3.1.2	1.2.1.2	3.1.3.3.1.2
	3.1.3.3.1.3	1.2.1.3	3.1.3.3.1.3
Associate Contractor Agreements	3.1.3.3.2	1.2.2	3.1.3.3.2
Flexibility and Responsiveness	3.1.3.3.3	1.2.3	3.1.3.3.3
	3.1.3.3.3.1	1.2.3.1	3.1.3.3.3.1
	3.1.3.3.3.2	1.2.3.2	3.1.3.3.3.2
Exercises and Experiments	3.1.3.3.4	1.2.4	3.1.3.3.4
	3.1.3.3.4.1	1.2.4.1	3.1.3.3.4.1
	3.1.3.3.4.2	1.2.4.2	3.1.3.3.4.2
	3.1.3.3.4.3	1.2.4.3	3.1.3.3.4.3
Subcontract Management Plan	3.1.3.4	1.3	3.1.3.4
	3.1.3.4.1	1.3.1	3.1.3.4.1

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	3.1.3.4.2	1.3.2	3.1.3.4.2
	3.1.3.4.3	1.3.3	3.1.3.4.3
<b>VOLUME III - MANAGEMENT</b>	4.0	2.0	4.0
Integrated Process and Product Development	4.1.2	2.1	4.1.2
Technical Processes	4.1.2.1	2.1.1	4.1.2.1
Management Processes	4.1.2.2	2.1.2	4.1.2.2
Requirements Management	4.1.2.3	2.1.3	4.1.2.3
Technical Expertise	4.1.2.4	2.1.4	4.1.2.4
Management of Cost, Schedule, Performance and Sustainability	4.1.3	2.2	4.1.3
Communications	4.1.4	2.3	4.1.4
Organizational	4.1.4.1	2.3.1	4.1.4.1
Traceability	4.1.4.2	2.3.2	4.1.4.2
Contract Management	4.1.5	2.4	4.1.5
Teaming	4.1.5.1	2.4.1	4.1.5.1
Small Business Participation Plan	4.1.5.2	2.4.2	4.1.5.2
Evaluation of Compensation for Professional Employees	4.1.5.3	2.4.3	4.1.5.3
<b>VOLUME IV - COST/PRICE</b>	5.0	3.0	5.0
Cost/Price Format Spreadsheet	5.1.1.1	3.0	5.1.1.1
	5.1.1.4	3.0	5.1.1.4
	5.1.1.5	3.0	5.1.1.5
	5.1.1.6	3.0	5.1.1.6

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**1.5.5 Glossary of Abbreviations and Acronyms.** Each volume shall contain a glossary of all abbreviations and acronyms used, with an explanation for each. Glossaries do not count against the page limitations for their respective volumes.

**1.6 Proposal Volumes.** The proposal must consist of Volumes I through IV as set forth in Table L-3. All applicable volumes shall be within the required page limits and contain the number of copies as specified in Table L-3.

**Table L-3**  
**Proposal Organization/Copies/Page Limit/Due Dates**

VOLUME	Section L Paragraph Number	TITLE	COPIES (Per each LOT proposed)	PAGE LIMIT* (Per each LOT proposed)	VOLUME DUE DATES
I**	2.0	Administrative	1 Original and 1 Hard copy	(1) No limit excluding paragraph 2.1.4 (2) 15 pages for paragraph 2.1.4	2:00 p.m. local time 22 June 2000
II	3.0	Present and Past Performance	2 Compact Disk copies	In accordance with paragraph 3.1.3	2:00 p.m. local time 22 June 2000
III	4.0	Management	2 Compact Disk copies	(1) 45 pages excluding sub-factor 2.4.3 (2) No limit for sub-factor 2.4.3	2:00 p.m. local time 22 June 2000
IV	5.0	Cost/Price	2 Compact Disk copies	No limit	2:00 p.m. local time 22 June 2000

\* Page limits represent the maximum pages the Government will evaluate and are not to be construed as de facto standards for the amount of material expected in the offeror's proposal.

\*\* Refer to paragraph 2.1 for Volume I attachments.

## **SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR RESPONDENTS**

### **1.7 Proposal Mailing/Delivery**

Proposals shall be mailed/delivered as follows:

The proposal shall be mailed or delivered to:

U.S. Army Simulation, Training, and Instrumentation Command  
Attn: Melissa Cossentino, Code 25737  
12350 Research Parkway  
Orlando, FL 32826-3275

The outside shipping container shall be marked with the RFP # N61339-00-R-0014.

## **2.0 SPECIFIC PROPOSAL VOLUME CONTENT**

Proposal information must be structured such that its paragraph number is identical to the proposal instructions paragraph number to which it is responding as identified in Table L-2, Cross-Reference Matrix. If information is not being provided for a particular paragraph, the offeror shall provide reasons at the paragraph number. By submitting a proposal, an offeror is representing that it will perform all the LOT requirements specified in the RFP. It is neither necessary nor desirable for you to tell us so in the proposal. Do not merely reiterate the objectives or reformulate the requirements specified in the RFP.

### **2.1 VOLUME I - ADMINISTRATIVE**

Volume I shall contain the following information by section:

2.1.1 The original signed and completed Standard Form 33. Each LOT proposed does not require a separate signed and completed Standard Form 33. If proposing on more than one LOT, put the original signed SF 33 in the first LOT proposed, and a copy in all subsequent LOTs proposed.

2.1.2 Information required in Section K of the Schedule including completion of all representations, certifications, and acknowledgements, as well as completion of all requirements specified elsewhere in the Schedule.

2.1.3 A statement of acceptance of all RFP terms and conditions. Alternate proposals are not permitted. Offerors are cautioned that in order for its proposal to be eligible for award, the proposals shall be in compliance with the terms and conditions set forth in the RFP.

2.1.4 An executive summary not to exceed 15 pages for each LOT proposed which contains a concise narrative of the entire proposal, including significant risks, and a highlight of any key or unique features, excluding cost/price. The salient features should tie in with Section M

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evaluation criteria. Any summary material presented here shall not be considered as meeting the requirements for any portions of other volumes of the proposal.

2.1.5 A master table of contents of the entire proposal. The offeror shall provide a table of contents (TOC) that identifies the files located on CD-ROM Volumes II, III and IV of the proposal. The TOC shall also identify the information contained in each file.

2.1.6 The prime and each subcontractor shall complete the Dun & Bradstreet Supplier Evaluation Report request form at Attachment (10) and fax the completed form directly to:

Dun & Bradstreet Corporation  
Fax Number: (610) 807-1075  
ATTN: Past Performance Evaluation Fulfillment

Offerors shall include a copy of each form (prime and subcontractors) that was faxed to Dun & Bradstreet. Dun & Bradstreet will forward the report directly to the Contracting Officer as indicated in Section Three of Attachment 10. Contractors on multiple teams need only submit one request form to Dun & Bradstreet. However, the copy of the faxed form must be included in every Administrative Volume per team per LOT.

2.1.7 US firms that will prime shall submit an approved DD Form 2345 "Military Critical Technical Data Agreement." This form can be found at the following web site:

<http://web1.whs.osd.mil/icdhome/DD2000-.htm>

2.1.8 Provide the point of contact for the prime and its significant subcontractors to coordinate the site visit in the event a site visit is conducted. Contact information shall include phone numbers during and after business hours (in case of emergency), e-mail addresses, and FAX numbers.

## SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR RESPONDENTS

### **3.0 VOLUME II – PRESENT AND PAST PERFORMANCE VOLUME**

The offeror shall prepare and submit a Present and Past Performance Volume for each LOT proposed.

The following factors and sub-factors are identified below.

#### **Factor 1.1 – Management and Manufacturing Processes**

Sub-Factor 1.1.1 – Engineering Processes and Applied Management

Sub-Factor 1.1.2 – Hardware/Software Development and Integration

Sub-Factor 1.1.3 – Hardware Manufacturing and Quality

#### **Factor 1.2 – Business Relationships**

Sub-Factor 1.2.1 – Integrated Product Teams

Sub-Factor 1.2.2 – Associate Contractor Agreements

Sub-Factor 1.2.3 – Flexibility and Responsiveness

Sub-Factor 1.2.4 – Exercises and Experiments

#### **Factor 1.3 – Subcontract Management Plan**

### **3.1 VOLUME II (LOT I) - PRESENT AND PAST PERFORMANCE**

For each LOT, present and past performance information shall be submitted for all product areas indicated in Table L-4 with an “X” in the corresponding cell.

**Table L-4**  
**Applicable Product Areas for each LOT (Domain)**

	Product Areas	DOMAINS			
		<u>LOT I</u> <u>Live</u>	<u>LOT II</u> <u>Virtual</u>	<u>LOT III</u> <u>Constructive</u>	<u>LOT IV</u> <u>Test-Instrumentation</u>
1.	Individual, Crew, Combined Arms Trainers; Individual, Crew, Combined Arms Simulators; Test Systems		<b>X</b>		
2.	Maintenance and Part Task Trainers; Maintenance and Part Task Simulators		<b>X</b>		
3.	Advanced Distributive Learning	<b>X</b>			
4.	Ranges and Installation Instrumentation Systems	<b>X</b>			<b>X</b>
5.	Simulations and Simulation Systems		<b>X</b>	<b>X</b>	
6.	Tactical Engagement Simulator Systems	<b>X</b>			
7.	Embedded Training; Embedded Testing	<b>X</b>			<b>X</b>
8.	Advanced Concepts	<b>X</b>	<b>X</b>	<b>X</b>	<b>X</b>

## SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR RESPONDENTS

The following steps in Table L-5 outline the procedure to determine required present and past performance information for a prime contractor and for any subcontractors.

**Table L-5**

Step	PRIME CONTRACTOR INFORMATION	SUBCONTRACTOR INFORMATION
1	Identify the company(ies) that will perform work within a product area and identify from which companies the 24 page past performance information will be received <b>IAW the instructions in Table L-6.</b>	N/A
2	Provide information on up to 5 relevant programs for the LOT (Domain) – with Points of Contact and brief explanation of each program. <b>(Format and page limits IAW Table L-7)</b>	For each product area where work will be performed, provide information on up to 3 relevant programs – with Points of Contact and brief explanation of program. <b>(Format and page limits IAW Table L-7)</b>
3	For each product area, provide detailed information on two relevant programs for that product area. It is at the offeror's discretion to determine from which companies [prime and/or subcontractor(s)] the present and past performance information shall be provided. This information shall be provided <b>IAW L.8, paragraph 3.1.3.</b>	
4	If depending only on subcontractors to fulfill all requirements for every product area, provide detailed information on two relevant programs for the LOT (Domain). <b>(Format and page limits IAW Table L-8)</b>	If not fulfilling requirements of a specific product area, provide information on one relevant area of work where the subcontractor will be performing. <b>(Format and page limits IAW Table L-8)</b>

Table L-6 shall be identified in the proposal as Annex A. The offeror shall submit Table L-6, for each LOT proposed, identifying the company(ies) [prime/subcontractor(s)] that will perform work within a product area. This table does not count against any page limitations for Volume II.

This sample shows several possible combinations. (P=prime contractor; S=subcontractor)

		LOTS				
	Product Areas	Live	Virtual	Constructive	Test-Instrumentation	Other
1	Individual, Crew, Combined Arms Trainers; Individual, Crew, Combined Arms Simulators; Test Systems	N/A	S1* S2* S3	N/A	N/A	
2	Maintenance and Part Task Trainers; Maintenance and Part Task Simulators	N/A	P S4* S5 S6	N/A	N/A	
3	Advanced Distributive Learning	P* S1* S2 S3	N/A	N/A	N/A	
4	Ranges and Installation Instrumentation Systems	P S4* S5* S6	N/A	N/A	S1*	
5	Simulations and Simulation Systems	N/A	S2* S4* S7	P* S1 S2* S3	N/A	
6	Tactical Engagement Simulator Systems	P S2* S4* S7	N/A	N/A	N/A	
7	Embedded Training; Embedded Testing	P S1 S2	N/A	N/A	P* S2 S3	
8	Advanced Concepts	S8* S7	P* S8* S10	P*	P* S4* S5	
	Other					S11** S12**

**INSTRUCTIONS:** 1). Offeror must complete this matrix to identify which companies will be performing work within each product area. The name of the prime contractor and the name of any subcontractors should be inserted in each cell, as appropriate. 2). Place an “\*” by the name of the company (prime or subcontractor) for which 24 page present or past performance information will be provided IAW L.8, 3.1.3 (provide a maximum of two for each product area).

\*\* Other = May be another category outside of product areas where subcontractors could appear. (e.g. EC/EDI, Interim Contractor Support, etc.) Each must provide one actual experience IAW Table L-8.



Table L-7 shall be identified in the proposal as Annex B. Table L-7 allows the **prime** to provide information on a maximum of five (5) relevant programs pertaining to the LOT (domain) not to exceed two pages per program. Additionally, Table L-7 allows **each subcontractor** to provide information on a maximum of three (3) relevant programs not to exceed two pages per program for each product area it will be performing work.

## PERFORMANCE INFORMATION

J. Identify whether a subcontracting plan was required by the contract you are submitting. If one was required, identify, in percentage terms the planned versus achieved goals during contract performance. If goals were not met, please explain.

## SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR RESPONDENTS

Table L-8 shall be identified in the proposal as Annex C. Table L-5, Step 4 instructs the **prime**, if depending only on subcontractors to fulfill all requirements in every product area, to submit information on two (2) relevant programs for that LOT. Additionally, Table L-5, Step 4 instructs any **subcontractor** not fulfilling the requirements for a specific product area to provide information on one (1) relevant area of work where the subcontractor will be performing.

**Table L-8**

### OTHER PERFORMANCE INFORMATION

In not to exceed **five pages** per program, provide the information requested in this form for each program being described below. Provide frank, concise comments regarding your performance on the relevant programs submitted.

A. Offeror Name/Subcontractor (Company/Division)

B. Program Title:

C. Contract Specifics:

1. Contract Number \_\_\_\_\_

2. Contract Type \_\_\_\_\_

3. Period Of Performance \_\_\_\_\_

4. Current Contract \$ Value \_\_\_\_\_

D. Brief description of effort as \_\_\_\_ Prime or \_\_\_\_ Subcontractor

(please indicate whether it was development and/or production, or other acquisition phase and highlight portions considered most relevant to current acquisition.)

E. Completion Date:

1. Original Date: \_\_\_\_\_

2. Current Schedule: \_\_\_\_\_

3. How Many Times Changed: \_\_\_\_\_

4. Primary Cause Of Change: \_\_\_\_\_

F. Primary Points Of Contact: (Please provide current information on all three individuals)

1. Customer Program Manager: Name: \_\_\_\_\_

Office: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

2. PCO: Name: \_\_\_\_\_

Office: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

3. ACO: Name: \_\_\_\_\_

Office: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

G. Address any technical (or other) area about this program considered unique and how this program relates to any factor or sub-factor in Section M.

H. Identify any significant problems encountered on present or past programs and demonstrated corrective action taken.

I. Specify, by name, any key individuals who participated in this program and are proposed to support the STOC acquisition. Also indicate their contractual roles for both acquisitions.

J. Describe the nature of the work on the STOC effort to be performed by the business entity being reported here.

K. Identify whether a subcontracting plan was required by the contract you are submitting. If one was required, identify, in percentage terms the planned versus achieved goals during contract performance. If goals were not met, please explain.

## SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR RESPONDENTS

3.1.1 General. Each offeror shall submit Present and Past Performance, Volume II, with its proposal in accordance with the instructions in paragraph 3.1.3. Information provided should be related to similar programs in the same plant(s), division(s), or cost center(s) with which the offeror proposes to perform this effort.

The offeror is cautioned that the Government will use data provided by each offeror in Volume II and data obtained from other sources in the development of performance risk assessments.

3.1.1.1 When submitting Past Performance information for team members, the information should focus on the contributions that team members will make to fulfill the contractual requirements of the LOT.

3.1.1.2 Demonstrate application of systemic improvement management practices by presenting the root cause, corrective actions taken or being taken to resolve past and present performance problems. An offeror's past and present performance is not presumed to be perfect. Rather, demonstrate the ability to isolate past and present problems down to a root cause and to take systemic improvement management actions to resolve the root cause of the problems. See paragraph I of Table L-7 and paragraph H of Table L-8.

3.1.2 Relevant Contracts. Submit information on DoD projects, federal, state, local government and commercial contracts that you consider most relevant in demonstrating your ability to meet STOC Product Area Description Document and Statement of Work requirements. For commercial contracts, it is the offeror's responsibility to obtain authorization from the commercial organizations to release information to the Government. Information may include data on efforts performed by significant subcontractors, or teaming contractors, if such resources will be brought to bear or significantly influence the performance of the proposed effort. The contracts should focus on the functions that the subcontractor will perform.

3.1.3 Specific Content. For each program or contract addressed, state whether each of the processes described and proposed in the STOC Management Volume was applied and summarize any significant differences or lessons learned which will be applied.

In order to evaluate past performance, it is necessary to obtain information from the prime and each team member or major sub-contractor who will have responsibility for performance in a product area or in support of an order. NOTE: If neither the prime nor a subcontractor has a relevant present and past performance program to submit for a given product area, you will be given a rating in accordance with the evaluation criteria established in Section M.2, paragraph 2.1.4.

**Table L-5, Step 3. Two detailed past performance descriptions for each product area within a Lot are required.** In order to facilitate the evaluation process, each detailed past performance submission is limited to 24 pages. Within the 24 page limitation, offerors are required to include the information contained in paragraphs A through G of Table L-7. The

## SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR RESPONDENTS

detailed information included in each 24-page description shall be only from one program, not general information on a company wide basis. It is at the offeror's discretion to determine from which companies [prime and/or subcontractor(s)] the present and past performance information shall be provided.

Table L-5, Step 4, Prime Information. If the prime is using subcontractors to fulfill all product areas within a domain, then the prime should submit two, five-page past performance descriptions in accordance with Table L-8. Plus, an additional two, 24 page past performances would be submitted on the subcontractor(s) in accordance with the instructions above for Table L-5, Step 3.

Table L-5, Step 4, Subcontractor Information. If the prime is using a subcontractor for work other than in a product area and the subcontractor is identified by name in the "Other" column in Table L-6, then the subcontractor should submit one, five-page past performance description in accordance with Table L-8.

Table L-5, Step 2. In addition to the above submittals, **in order to allow the prime and any subcontractor on a team to provide other information they may consider relevant**, each prime can submit up to five abbreviated two-page past performances relevant to the LOT in accordance with Table L-7. Additionally, each subcontractor can submit up to three abbreviated two-page past performances for each product area where work will be performed in accordance with Table L-7. Note: The total number of subcontractor submissions is not limited to two – if you have five subcontractors in a product area, then all five can submit three abbreviated past performance descriptions each. The purpose of these abbreviated past performance submissions is to provide the Government additional insight in to the performance of the prime and its team.

3.1.3.1 Responses. In response to this RFP, the offeror shall provide written responses to the information requested in the paragraphs below as identified in Table L-2, Cross-Reference Matrix. The responses should be brief and to the point. Persons most knowledgeable in that specific area should prepare the response. Response by potential subcontractors is permitted, but if there is an integration aspect to the response, a separate paragraph by the prime contractor addressing this should be included, within the specified page limits. Significant integration processes that involve (anticipated) subcontracted work should be addressed in the Subcontract Management Plan (see paragraph 3.1.3.4 of Section L), with the written response providing specific references to this plan.

3.1.3.2 Factor 1.1 - MANAGEMENT AND MANUFACTURING PROCESSES. The offeror shall explain what management and manufacturing processes of the contracts are deemed relevant to the proposed effort. This explanation may include a discussion of efforts accomplished by the offeror to resolve problems and manage program risk. Identify any significant problems encountered on present or past programs and show demonstrated corrective action taken. Categorize the relevant information into the specific evaluation sub-factors used to evaluate the proposal.

## **SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR RESPONDENTS**

### **3.1.3.2.1 Sub-Factor 1.1.1 – Engineering Processes and Applied Management**

3.1.3.2.1.1 Describe the process used for documenting and tracking lower level requirements derived from system requirements. Describe the tools and templates for preparing specifications and sub-specifications. Identify any tools used for the development and maintenance of a requirement traceability matrix. Describe how your change process insured that changes were incorporated in the correct baseline. Describe provisions for priority changes that required quick turnaround. Was there a separate “validation” process for such “high priority” changes?

3.1.3.2.1.2 Describe any critical technologies (specific capabilities to develop and support training systems such as source data management, curriculum development, visual and sensor system integration, aviation and electronic combat simulation, interoperable simulations, etc.) used in developing this product area, including tools, equipment and experience with interface protocols. How were critical interoperability performance aspects achieved? Describe the methods that were used for providing Government insight to program data and status.

3.1.3.2.1.3 Describe the approach used for risk management and how the approach improved program performance and how the risk management system was applied to the program submitted for this product area. Describe the processes for controlling costs. Identify any tools or techniques that were utilized and benefits derived. Describe methods for tracking and controlling schedules. Identify any tools or techniques that were employed. Describe the methods that were used for providing Government insight as to status.

3.1.3.2.1.4 Describe how the support resources: technical data, spares, support equipment and technicians required to maintain the system at a specified availability rate were identified or developed. Describe the processes, tools, and technical expertise used to integrate all elements of logistics required to support and maintain the program or contract submitted for this product area.

### **3.1.3.2.2 Sub-Factor 1.1.2 - Hardware/Software Development and Integration.**

3.1.3.2.2.1 Describe how software work packages were planned and defined. Describe the criteria used for acceptable software work packages. Explain how the software work package was used to manage the work, i.e., plan, define, assign resources and responsibility, status and report progress.

3.1.3.2.2.2 Describe the software architecture used in your implementation of the real-time simulations. Describe how this architecture was communicated to the design team, and how discipline relative to the architecture was maintained/enforced.

3.1.3.2.2.3 Describe the software test and verification process used and define specific levels of software test. What were they? How did they relate to the structure of your software design? What were the completion criteria for each level of testing? Did you generate test plans and test procedures for each level? If so, how were they coordinated across the different levels?

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Describe the level of software test accomplished prior to hardware/software integration (HSI) and any methodologies used for HSI.

3.1.3.2.2.4 Describe how Software Quality Assurance (SQA) ensured compliance of the software management activities with the planned processes. Which processes are audited? How often? Describe how SQA verified that the software products adhered to the program's requirements, standards, and quality goals. State if you are presently independently Software Engineering Institute (SEI)/Capability Maturity Model (CMM) certified. If yes, provide what level, dates and locations where certifications exist?

3.1.3.2.2.5 Describe the methods used for documenting the hardware design. How long has the current system been in place? Identify the methods used to document and control interfaces, both internal and external.

### 3.1.3.2.3 Sub-Factor 1.1.3 - Hardware Manufacturing and Quality.

3.1.3.2.3.1 Describe your program planning approach that reflects all time phased actions with regards to manufacturing planning activities. Describe personnel involvement in the early development process and subcontractor involvement in planning and fabrication phases.

3.1.3.2.3.2 Describe the facility/plant layout that was used with regards to fabrication, sub-assembly, final assembly, and test areas. Describe your production control process.

3.1.3.2.3.3 State if you are presently ISO 9001/2/3 certified and provide the date of certification. Describe any outstanding deficiencies noted by the ISO audit team. If yes, provide certification, dates of certification and locations where certifications exist? If not ISO certified, identify your proposed implementation schedule if ISO requirements are considered in your overall quality assurance (QA) program. Otherwise define processes used to ensure consistent quality products.

3.1.3.3 Factor 1.2 – BUSINESS RELATIONSHIPS. The offeror shall provide data for the information requested for each sub-factor.

### 3.1.3.3.1 Sub-Factor 1.2.1 Integrated Product Teams

3.1.3.3.1.1 Describe any formal partnering training you have participated in with the Government. Describe how the Government-Industry IPT influenced the accomplishment of the contract requirements. Provide examples of problem solving through the IPT process. Describe the relationship between program management and the other critical processes. Describe why your approach, including the way that specialists were integrated into the team structure, accomplished concurrent engineering. Describe and show why your training and tools supported efficient implementation of the proposed management plan and schedule.

3.1.3.3.1.2 Provide examples of how information sharing with subcontractors was accomplished through the IPT process. Describe the time frames in which the data sharing occurred and the

## SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR RESPONDENTS

nature of the data exchanged. Explain the role that the subcontractor played in the decisions made during the design process.

3.1.3.3.1.3 Describe any training that was conducted with regard to teaming and provide dates and locations.

### 3.1.3.3.2 Sub-Factor 1.2.2 Associate Contractor Agreements

Provide examples of associate contractor agreements, or similar agreements. Provide examples of successes in meeting goals of associate contract agreements. Provide examples that demonstrate how resources were shared among associate contractors in order to meet contract requirements. Describe procedures for sharing information that contains proprietary data with other contractors in support of horizontal technology integration. For the program being described, if the offeror did not enter into associate contractor agreements, then so state.

### 3.1.3.3.3 Sub-Factor 1.2.3 Flexibility and Responsiveness

3.1.3.3.3.1 Provide examples where your organization developed and implemented changes in an expedited manner. Describe steps used to implement these changes and how you worked inside or outside your normal process to respond rapidly.

3.1.3.3.3.2 Provide examples of independent research and development in anticipation of advancing technologies. Provide examples of successes in developing new technologies to meet contract requirements.

3.1.3.3.4 Sub-Factor 1.2.4 Exercises and Experiments **[This sub-factor shall be addressed by the offeror for the Advanced Concepts product area. For other product areas, this sub-factor may be addressed by the offeror, if applicable to the specific program being described in the 24 page response.]**

3.1.3.3.4.1 Describe processes used to define and verify requirements. Explain how each was accomplished throughout the various phases of an exercise or experiment. Describe any exercise customer interface. Describe procedures in place to quickly modify work effort as requirements evolve with emphasis on contract requirements, personnel resources, and timeliness.

3.1.3.3.4.2 Describe how scenarios are developed and coordinated and efforts extended to all IPT members to ensure their readiness to participate. Describe steps taken to insure readiness to conduct the exercise. Describe what controls were used to allow restoration of all equipment involved in the exercise. State the type of event (ACTD, AWE, etc.) that was participated in and the level of participation (lead integrator, event coordinator, member, etc.).

3.1.3.3.4.3 Describe procedures and processes used to gather data and accurately document the results of the exercise or experiment and time required to report the results.

## **SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR RESPONDENTS**

3.1.3.4 Factor 1.3 – SUBCONTRACT MANAGEMENT PLAN. For each program submitted, provide data for the information requested in the paragraphs below.

3.1.3.4.1 Provide the names of SBs, SDBs, WOSBs, HUBZone, or HBCU/MIs who participated in the contract. Identify specific components produced or services performed, the complexity of the work or services performed, and the total dollars of such work.

3.1.3.4.2 Provide a description of the offeror's performance, over the last three years of the contract, or over the past three calendar years, in complying with the requirements of FAR 52.219-8. Include a description and available documentation of the methods employed to promote small business utilization and the internal methods used to monitor such utilization.

3.1.3.4.3 Offerors who are large businesses, as defined by the Standard Industrial Classification (SIC) Codes applicable to this solicitation, are also to provide a description of their performance over the past three calendar years in complying with the requirements of FAR 52.219-9. Include documentation of its stated goals and actual accomplishments in achieving the goals established under Subcontracting Plans of prior contracts.

Large businesses that have never held a contract incorporating FAR 52.219-9 shall so state.

### **3.2 VOLUME II (LOT II) – PRESENT AND PAST PERFORMANCE VOLUME**

Offeror's shall submit the required information in the same format as identified above in Section 3.1.

### **3.3 VOLUME II (LOT III) – PRESENT AND PAST PERFORMANCE VOLUME**

Offeror's shall submit the required information in the same format as identified above in Section 3.1.

### **3.4 VOLUME II (LOT IV) – PRESENT AND PAST PERFORMANCE VOLUME**

Offeror's shall submit the required information in the same format as identified above in Section 3.1.

## **4.0 VOLUME III – MANAGEMENT VOLUME**

The offeror shall prepare and submit a separate Management Volume for each LOT proposed detailing the management structure, procedures and agreements establishing how the ID/IQC will be managed over the eight-year period. The plan(s) must clearly demonstrate a well thought out methodology for ensuring that the offeror will be able to effectively and efficiently respond to the Government's requirements over the full contract period. The offeror shall use the following format in responding to this requirement:



## SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR RESPONDENTS

### **Factor 2.1 – Integrated Process and Product Development**

- Sub-Factor 2.1.1      Technical Processes
- Sub-Factor 2.1.2      Management Processes
- Sub-Factor 2.1.3      Requirements Management
- Sub-Factor 2.1.4      Technical Expertise

### **Factor 2.2 – Management of Cost, Schedule, Performance & Sustainability**

### **Factor 2.3 – Communications**

- Sub-Factor 2.3.1      Organizational
- Sub-Factor 2.3.2      Traceability

### **Factor 2.4 – Contract Management**

- Sub-Factor 2.4.1      Teaming
- Sub-Factor 2.4.2      Small Business Participation Plan
- Sub-Factor 2.4.3      Evaluation of Compensation for Professional Employees

## **4.1 VOLUME III (LOT I) – MANAGEMENT VOLUME**

### **4.1.1 General**

Management outlines processes and procedures that are critical to development, production, and life cycle support of LOT products. Management is a critical part of the technical merit rating and proposal risk.

### **4.1.2 Factor 2.1 – INTEGRATED PROCESS AND PRODUCT DEVELOPMENT**

4.1.2.1 Sub-Factor 2.1.1 – Technical Processes Describe on-going and approved efforts to standardize critical processes. In addition, describe the standardized processes and procedures that will be used by the team in order to accommodate development of multiple, diverse products. Define the SEI/CMM certifications held by the prime contractor and subcontractors that will perform work under orders issued against this contract.

4.1.2.2 Sub-Factor 2.1.2 – Management Processes Describe management processes and procedures that will be used in the execution of delivery orders. Describe your planned methods of communicating information to team members and planned training or mentoring processes or other procedures used to maintain or increase and retain the skills base.

4.1.2.3 Sub-Factor 2.1.3 – Requirements Management Describe requirements management processes for synthesizing the system level requirement into lower level requirements. In addition, describe how results are checked against real world conditions and outcomes meet the user needs. Describe your Logistics Management Information (LMI) tools and techniques used in the development of all life cycle support.

4.1.2.4 Sub-Factor 2.1.4 – Technical Expertise Describe how critical technical expertise will be maintained in the LOT product areas. Describe tools and techniques used to forecast new technologies and management strategies to capitalize on these new technologies.

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### 4.1.3 Factor 2.2 - MANAGEMENT OF COST, SCHEDULE, PERFORMANCE, AND SUSTAINABILITY

Describe processes and procedures for managing cost, performance and schedule. Include key management metrics that are used on a routine basis to track program progress. Explain how life cycle implications are factored into key decisions. Describe how programmatic information is made readily available to IPT members.

### 4.1.4 Factor 2.3 - COMMUNICATIONS

4.1.4.1 Sub-Factor 2.3.1 – Organizational Describe the methods for data management and the real time sharing of information within and between teams and with the Government. Include a description of the integrated data environment for the IPT. Describe how critical program information (other than proprietary) will be shared within and outside LOTs among STOC contractors. In addition, describe procedures for implementing lessons learned, and other feedback mechanisms for improving processes.

4.1.4.2 Sub-Factor 2.3.2 – Traceability Describe how tradeoff analysis is conducted during the development process, how rationale for decisions is captured for future reference, and extent of team involvement.

### 4.1.5 Factor 2.4 - CONTRACT MANAGEMENT

4.1.5.1 Sub-Factor 2.4.1 – Teaming Describe any proposed teaming arrangements and specifically identify responsibility for satisfying work in each product area of the LOT. Describe proposed lines of communications and lines of authority within the team. Describe procedures to insure that all team members are involved in key program decisions. Describe the processes for selecting, directing, coordinating, integrating, and controlling potential subcontracted efforts. Include a description of subcontract problem resolution and performance monitoring. Describe the procedures and timing for obtaining subcontractor's input into STOC task/delivery order proposals. In addition, describe how the Government will be involved in bringing new team members to satisfy task orders as technologies evolve.

4.1.5.2 Sub-Factor 2.4.2 – Small Business Participation Plan The Small Business Participation Plan will be submitted and evaluated as part of Volume III. This plan shall describe the actions to be taken to include participation from Small Business, Small Disadvantaged Business, Woman-Owned Small Business, HUBZones, and Historically Black Colleges/Universities and Minority Institutions. Include your procedures for semi-annual reporting of the type and the dollar value of work passed to Small Business. This report shall address each goal in the Small Business Participation plan.

4.1.5.3 Sub-Factor 2.4.3 - Evaluation of Compensation for Professional Employees Offerors and any subcontractors who are anticipated to perform 15% or more of the overall dollar value of the

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contract will submit a total compensation plan setting forth salaries and fringe benefits proposed for the professional employees who will work under the contract. Supporting information will include data, such as recognized national and regional compensation surveys and studies of professional, public and private organizations, used in establishing the total compensation structure. The compensation levels proposed should reflect a clear understanding of work to be performed and should indicate the capability of the proposed compensation structure to obtain and keep suitably qualified personnel to meet mission objectives. Offerors shall ensure that the response meets the requirements of FAR 52.222-46. There is no page limitation for the submission of the compensation plan.

**4.2 VOLUME III (LOT II) – MANAGEMENT VOLUME**

Offeror's shall submit the required information in the same format as identified above in Section 4.1.

**4.3 VOLUME III (LOT III) – MANAGEMENT VOLUME**

Offeror's shall submit the required information in the same format as identified above in Section 4.1.

**4.4 VOLUME III (LOT IV) – MANAGEMENT VOLUME**

Offeror's shall submit the required information in the same format as identified above in Section 4.1.

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### **5.0 VOLUME IV (LOT I) – COST/PRICE VOLUME**

5.1 General. The Offeror shall submit separate Cost/Price Volumes for each LOT proposed.

#### 5.1.1 Cost and Supporting Data

5.1.1.1 For evaluation purposes of all LOTs, and the issuance of future T&M task orders, the offeror shall complete the formatted cost/price evaluation sheets provided as Attachment (7) by the Government. Formatted cost/price evaluation sheets have been provided for the prime contractor's input and for teammate inputs for those teammates anticipated to perform at least 15% of the effort. While the Government would prefer a single submittal from the prime to include all teammates input, it is understood that in some cases teammates may want to provide their cost/price evaluation sheets directly to the Government due to the proprietary nature of the data. In instances where subcontractors provide the spreadsheets directly to the Government, the formulas in the summary spreadsheets in column U, Composite Burdened Labor Rate, in the summary spreadsheets need to be edited to remove the teammate share elements before linking to Section B. Once these evaluation sheets are completed, the offeror shall have column U, Composite Burdened Labor Rate, and cells W35 and W38 copied and paste linked to the corresponding pricing tables in Section B.2 for labor rates, material handling rate, and G&A rate information. Each offeror shall fill-in the appropriate hourly fully burdened rate for each proposed labor category and fill in the applicable indirect rates. Addition and/or deletion of some of the columns may be necessary to accurately reflect a contractor's proper indirect rate application. Editing the formulas in column U, Composite Burdened Labor Rate, may be necessary depending on any column additions and/or deletions required. The offeror shall provide labor rates based on a 40-hour workweek. The proposal shall demonstrate the individual cost elements for which the rate is developed, including escalation factors. Each cost proposal shall contain detailed costing information to identify, by each contract fiscal year, which direct and indirect rates were used to derive the proposed rates. Rates will be proposed only for the first three contract fiscal years. Offerors must understand that the period of performance for all cost and price information can begin anytime within the first 180 days after submission of proposals; therefore offerors shall submit pricing information accordingly, documenting related assumptions. Rates for the remaining contract fiscal years may be requested later during the contract period of performance.

Note – In the above paragraph, for columns referenced by a Letter designator, designators may change if columns are added or deleted.

5.1.1.2 Cost/Price proposals will be used by the Government to evaluate and determine whether proposed costs are reasonable for the effort involved. For this reason, the data must be logically displayed and adequately supported in such a manner as to show a clear relationship to the appropriate labor category. **Use of Government's provided spreadsheet formats at Attachment (7) is MANDATORY.**

## **SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR RESPONDENTS**

5.1.1.3 Although not currently a requirement, the Government reserves the right to require the offeror to execute a Certificate of Current Cost or Pricing Data in accordance with FAR 15.406-2 at any time prior to contract award.

5.1.1.4 Offerors (and significant subcontractors who are anticipated to perform 15% or more of the overall dollar value of the contract) are required to provide sufficient supporting data to enable the Government to understand how the proposed prices for the contract Labor Rate Listings were developed. All pricing and estimating techniques should be clearly explained in detail (projections, ratios, percentages, basis for estimate, etc.) All techniques should support the proposed cost in such a manner that computation and verification can be accomplished. The offerors shall specifically provide supporting data and rationale in performance period rates and factors, including labor rate development, escalation, overhead, and G&A expenses, etc.

5.1.1.5 In the event the offeror's G&A and overhead rates are not in accordance with DCAA/DCMA forward pricing rates, the offeror will set forth the rationale for the creation of new G&A and overhead rates. Spreadsheets shall show the formulas used to calculate the new G&A and overhead rates for each entry. Mathematical explanations shall be provided for any embedded macro and/or extended formula utilized, clearly describing the functioning of the macro or extended formula. There shall be no hidden or protected cells.

5.1.1.6 The proposal must identify the address of the cognizant DCAA/DCMA office responsible for approval of such data.

### **5.2 VOLUME IV (LOT II) – COST/PRICE VOLUME**

Offeror's shall submit the required information in the same format as identified above in Section 5.1.

### **5.3 VOLUME IV (LOT III) – COST/PRICE VOLUME**

Offeror's shall submit the required information in the same format as identified above in Section 5.1.

### **5.4 VOLUME IV (LOT IV) – COST/PRICE VOLUME**

Offeror's shall submit the required information in the same format as identified above in Section 5.1.

## SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR RESPONDENTS

### L.9 SOLICITATION QUESTIONS

Questions regarding this solicitation shall be submitted in writing. The Government will answer all questions prior to the deadline for final proposal submittals (22 June 00) provided those questions are received by **2:00 PM local time, 6 June 2000.** Attachment (8) to the RFP provides the format for question submittal.

Written questions may be submitted by mail, facsimile or electronic mail.

Send questions by postal mail to the following address:

U.S. Army Simulation, Training, and Instrumentation Command  
ATTN: Melissa Cossentino, Code 25737  
12350 Research Parkway  
Orlando, FL 32826-3275

Send facsimile questions to:

Simulation, Training, and Instrumentation Command  
ATTN: Melissa Cossentino, Code 25737  
Fax: (407) 380-4164.

Send electronic mail questions to:

melissa\_cossentino@stricom.army.mil.

The Government will amend the solicitation to include answers to all questions as well as post the questions and answers on the STRICOM STOC Web site:

<http://www.stricom.army.mil/INDUSTRY/STOC>.

Questions received after the above referenced deadline may not be answered prior to proposal submission. It is not anticipated that the closing date for receipt of offers will be extended.

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### **L.10 ANTICIPATED AWARD DATE (FEB 1995)**

The anticipated award date for this requirement is 1 September 2000. This information is provided for use as a basis for schedules and burden (labor, overheads, G&A, etc.) mid-point calculations.

### **L.11 LESS THAN FIVE PERCENT SMALL DISADVANTAGED BUSINESS SUBCONTRACTING GOAL (FEB 1995) [Applies at the delivery/task order level]**

Offerors submitting Small and Small Disadvantaged Business Subcontracting Plans per FAR 52.219-9 and DFARS 252.219-7003 which reflect a Small Disadvantaged Business (SDB) goal of less than five percent shall also provide, as a part of the subcontracting plan submission, those extenuating circumstances of why a five percent SDB goal cannot be proposed.

### **L.12 TELEGRAPHIC OR FACSIMILE OFFERS**

Submission of telegraphic or facsimile offers is *not* authorized for this solicitation.

### **L.13 INSTRUCTIONS FOR HANDCARRIED OFFERS**

If the proposal or final revised proposal (if and when a final revised proposal is requested) is hand carried, the offeror shall obtain a Proposal/Best and Final Offer Receipt Form, NAWCTSD 4200/34, from the Operations Branch Representative (Guards), Code 864, located in the main lobby of the de Florez building, 12350 Research Parkway, Orlando, FL 32826, prior to the closing date/time specified in Block 9 of the Standard Form 33 for proposals or as specified in the amendment/letter request for final revised proposal. NOTE: Do not use the Bid Box or Contractors Deliverables Box in the Bid Information Center to deposit hand carried proposals. The offeror shall fill in the 'Offeror and Offeror's Representative Name/Initials' 'Solicitation Number', 'Closing Date/Time' and 'Contract Specialist Name/Code/Phone Number' portions of the form, and return to the Operations Branch Representative. The Operations Branch Representative shall date/time stamp the original of the form, annotate the number of boxes received and sign in the 'Signature of Operations Branch Rep.' portion of the form. (NOTE: Guard's signature denotes only receipt of box(es), they are not responsible for contents of box(es).) Code 864 shall write the date and time of receipt (obtained from date/time stamp) on the yellow copy of the form, annotate the number of boxes received and sign in the 'Signature of Operations Branch Rep.' portion of the form and return the yellow copy to the offeror for their records.

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**L.14 NOTE [Applies at the delivery/task order level]**

Small business offerors proposing under the small business set-aside portion of this acquisition must propose in accordance with the requirements of FAR 52.219-14, Limitations on Subcontracting.



## SECTION M – EVALUATION FACTORS FOR AWARD

Offers/quotations will be evaluated and award will be made in accordance with the procedures set forth in this Section M.

### M.1 GENERAL CRITERIA

#### 1.0 Basis for Contract Award.

1.1 This will be a best value competitive source selection conducted in accordance with Federal Acquisition Regulation (FAR) Part 15.

1.2 Contracts may be awarded to the offeror who is deemed responsible in accordance with the FAR, whose proposal conforms to the Request for Proposal's (RFP) requirements; and who demonstrates the management, financial, technical, and facility capabilities necessary to fulfill the requirements of the contract. Best value means the expected outcome of an acquisition that, in the Government's estimation, provides the greatest overall benefit in response to the requirement. Subjective judgment against objective criteria is implicit in the evaluation process. The Government intends to award without discussions.

1.3 The Government intends to award multiple Indefinite Delivery Indefinite Quantity (IDIQ) contracts (minimum of two as small business partial set asides in Lots I, II and III; minimum of five as small business partial set asides in Lot IV; and two or more under full and open competition). The small business set-aside award decision will be made first. Small business offerors not selected as a set-aside will then be considered for award under full and open competition. The Government reserves the right to award no contract at all, depending on the quality of the proposal(s) submitted and the availability of funds.

#### 2.0 Contract LOTs.

2.1 This competition is expected to result in multiple awards of Indefinite Delivery/Indefinite Quantity Contracts (ID/IQC) within four separate contract LOTs. While multiple awards per contract LOT are anticipated, the Government reserves the right to limit the number of awards within each contract LOT to those offerors determined to offer the best value proposals, all factors considered. Prospective offerors are advised that a proposal meeting solicitation requirements with lower prices may not be selected if awards to higher priced offerors are determined to be most advantageous to the Government. All proposals will be evaluated for compliance with the terms, conditions and requirements set forth by the solicitation. The Government reserves the right to award no contract, depending on the quality of the proposal(s) submitted and the availability of funds.

2.2 Offerors are not required to propose on all four-contract LOTs. Offerors have the option of proposing to any combination of contract LOTs including any one LOT, any two LOTs, any three LOTs, or all four contract LOTs. Offerors must demonstrate the capability to perform in all product areas within those contract LOTs to which they propose to be determined to have submitted an acceptable proposal. This capability may be established either through contractor

## SECTION M – EVALUATION FACTORS FOR AWARD

teaming arrangements or solely through the utilization of the offeror's own corporate structure. Each proposal for each LOT will be evaluated independently and separately in accordance with the evaluation factors specified in this section. Offerors are not prohibited from receiving an award containing more than one contract LOT. An offeror may be awarded a contract containing one, two, three, or four contract LOTs. If an offeror is selected for award in more than one contract LOT only one basic contract award will result.

2.3 This is a partial small business set-aside competition in that a minimum number of awards will be made in each contract LOT to small businesses contingent upon receipt of acceptable proposals from responsible and qualified Small Business offerors. Minimum anticipated Small Business awards are:

LOT I	-	2 awards
LOT II	-	2 awards
LOT III	-	2 awards
LOT IV	-	5 awards

2.4 The Government intends to evaluate proposals and award contracts within each of the four individual LOTs without discussions with the offerors. Therefore, each initial offer should contain the offeror's best terms from a technical and price standpoint. However, the Government reserves the right to conduct discussions and request proposal revisions if it is determined to be necessary. The conduct of discussions within one LOT does not constitute the conduct of discussions within any of the other LOTs. If a competitive range is established, the Government may limit the number of proposals to the greatest number that will permit an efficient competition among the most highly rated proposals.

2.5 The Government may use information other than that provided by the offeror in its evaluation, including past performance information.

2.6 General considerations include both proposal and internal data (data not submitted as part of the proposal). This includes such items as the contractual terms and conditions, site visits, and extrinsic Government information, etc.

2.6.1 Contractual Terms and Conditions. The Government will evaluate the offeror's proposal to ensure compliance with the solicitation's terms and conditions. Failure to comply with the terms and conditions of the solicitation may result in the offeror being removed from consideration for award.

2.6.2 Site Visit. A Site Visit may be conducted as part of this source selection. Results of the visit will be evaluated to determine each offeror's ability to meet the requirements of the solicitation.

2.6.3 Extrinsic Information. Extrinsic information is information obtained from sources outside the proposal and can come from many sources. Examples include: financial resources, integrity,

## **SECTION M – EVALUATION FACTORS FOR AWARD**

operational controls, technical skills, production control procedures, quality assurance measures, property control system, technical equipment, and facilities. Information deemed relevant may be gathered through written inquiries, questionnaires, or telephone interviews with references, as well as other means.

### **M.2 EVALUATION CRITERIA, GENERAL CONSIDERATIONS AND RELATIVE ORDER OF IMPORTANCE**

#### **AREA 1: Present and Past Performance**

##### **FACTOR 1.1 – Management and Manufacturing Processes**

SUB-FACTOR 1.1.1 – Engineering Processes and Applied Management

SUB-FACTOR 1.1.2 – Hardware/Software Development and Integration

SUB-FACTOR 1.1.3 – Hardware Manufacturing and Quality

##### **FACTOR 1.2. – Business Relationships**

SUB-FACTOR 1.2.1 – Integrated Product Teams

SUB-FACTOR 1.2.2 – Associate Contractor Agreements

SUB-FACTOR 1.2.3 – Flexibility and Responsiveness

SUB-FACTOR 1.2.4 – Exercises and Experiments

##### **FACTOR 1.3 – Subcontract Management Plan**

#### **AREA 2: Management**

##### **FACTOR 2.1 –Integrated Process and Product Development**

SUB-FACTOR 2.1.1 – Technical Processes

SUB-FACTOR 2.1.2 – Management Processes

SUB-FACTOR 2.1.3 – Requirements Management

SUB-FACTOR 2.1.4 – Technical Expertise

##### **FACTOR 2.2 – Management of Cost, Schedule, Performance, and Sustainability**

##### **FACTOR 2.3 – Communications**

SUB-FACTOR 2.3.1 – Organizational

SUB-FACTOR 2.3.2 – Traceability

##### **FACTOR 2.4 – Contract Management**

## SECTION M – EVALUATION FACTORS FOR AWARD

SUB-FACTOR 2.4.1 – Teaming

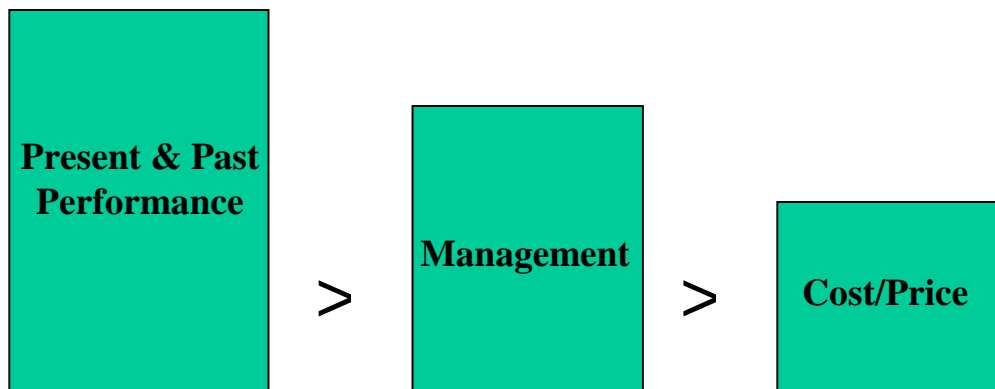
SUB-FACTOR 2.4.2 – Small Business Participation Plan

SUB-FACTOR 2.4.3 – Evaluation of Compensation for Professional Employees

### AREA 3: Cost/Price

1.0 Area Order of Importance. Proposals for LOTs I, II, III, and IV will be evaluated using three AREAS: Present and Past Performance, Management, and Cost/Price. Areas are subdivided into FACTORS, which are further subdivided into SUB-FACTORS. For each LOT, the Present and Past Performance area is relatively more important than the Management area, and the Management area is relatively more important than the Cost/Price area (see figure 1). All evaluation areas other than Cost/Price, when combined, are significantly more important than Cost/Price.

**Figure 1**  
Relative Importance of Areas



1.1 Present and Past Performance Factors and Sub-Factors. The factors under the Present and Past Performance Factor are listed in descending order of importance. Management and Manufacturing Processes is relatively more important than Business Relationships which is relatively more important than Subcontract management plan (see figure 2). Each of the sub-factors under a factor is of equal importance.

## SECTION M – EVALUATION FACTORS FOR AWARD

**Figure 2**

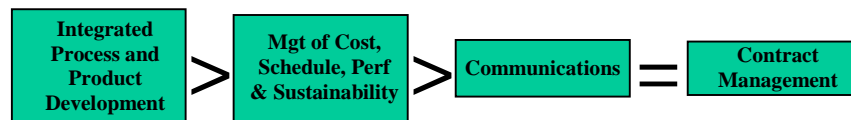
Relative Importance of Present and Past Performance Factors



1.2 Management Factors and Sub-Factors. The relative importance of the factors under the Management Area are: Integrated Process and Product Development is relatively more important than Management of Cost, Schedule, Performance and Sustainability, which is relatively more important than Communications, which is equal to Contract Management (see figure 3). Each of the sub-factors under a factor is of equal importance.

**Figure 3**

Relative Importance of Management Factors



2.0 Evaluation Structure. The following outline is the evaluation structure that will be used for LOTs I, II, III and IV. The proposal must demonstrate to the Government's satisfaction that the offeror will provide an approach that satisfies each area. Proposal information provided for one area may be used to assess other areas if the Government deems it appropriate.

2.1 Performance Risk. For Past Performance, a performance risk will be assigned. Past performance risk assessments evaluate the likelihood that the offeror will successfully complete the solicitation requirements based on previously demonstrated relevant performance. This evaluation seeks to identify the degree of risk associated with each competing offeror and is different from the responsibility determination that must be made of a prospective awardee before award. Additional information, external to the proposal, may be used by evaluators for use in the evaluation, e.g., offeror's recent and relevant past performance history obtained from procuring and contract administration offices, government data bases, etc. The past performance risk will address the probability of the offeror successfully accomplishing the requested effort based on the offeror's (including subcontractor's and/or team members') relevant demonstrated past performance. The Performance Risk rating definitions are listed in the Performance Risk Ratings chart below.

2.1.1 The Government will conduct a performance risk assessment based upon the quality of the offeror's present and past performance as well as that of its proposed team members subcontractors, as it relates to the probability of successful accomplishment of the required effort. When assessing performance risk, the Government will focus its inquiry on the relevant

## **SECTION M – EVALUATION FACTORS FOR AWARD**

present and past performance of the offeror and its proposed significant subcontractors as it relates to the specific factors of evaluation of the solicitation requirements.

2.1.2 Past performance information may include: price, schedule, and performance, including the contractor's record of conforming to specifications and to standards of good workmanship; the contractor's record of containing and forecasting costs on any previously performed cost reimbursable contracts; the contractor's adherence to contract schedules, including the administrative aspects of performance; the contractor's history for reasonable and cooperative behavior and commitment to customer satisfaction; quality of product or service; receipt of widely recognized quality awards or certifications; and generally, the contractor's businesslike concern for the interests of its customers.

2.1.3 A significant present and/or past performance achievement, problem, or corrective action taken in any evaluation factor can become an important consideration in the source selection process. A negative finding under any area may result in a moderate or high performance risk assessment; therefore, offerors are reminded to include information on all relevant present and past efforts, including demonstrated corrective actions on any noted problems, in their Present and Past Performance Volume of the proposal.

2.1.4 The lack of a performance record will result in a neutral/unknown performance risk assessment rating.

**SECTION M – EVALUATION FACTORS FOR AWARD**

<b>Performance Risk Ratings</b>	
Very Low (VL)	Based on the offeror's performance and systemic improvement record, essentially no doubt exists that the offeror will successfully perform the required effort.
Low (L)	Based on the offeror's performance and systemic improvement record, little doubt exists that the offeror will successfully perform the required effort.
Moderate (M)	Base on the offeror's performance and systemic improvement record, some doubt exists that the offeror will successfully perform the required effort.
High (H)	Based on the offeror's performance and systemic improvement record, substantial doubt exists that the offeror will successfully perform the required effort.
Very High (VH)	Based on the offeror's performance and systemic improvement record, extreme doubt exists that the offeror will successfully perform the required effort.
Unknown (UNK)	No performance record identifiable.

**2.2 Merit/Risk Assessment:**

2.2.1. For the Management area, a Proposal rating (Merit) and a Proposal Risk rating will be assigned. The Proposal rating will depict how well the proposed approach would meet solicitation requirements. The Proposal Risk rating will address potential impacts of the proposed approaches on performance, schedule, and price in achieving solicitation requirements and program objectives. The Proposal rating and the Proposal Risk rating are of equal importance. The Proposal and Proposal Risk rating definitions for Management are listed in the chart below:

## SECTION M – EVALUATION FACTORS FOR AWARD

<b>Proposal Ratings</b>	
Outstanding (O)	Proposal significantly exceeds requirements in a way that benefits the Government or meets requirements and contains at least one exceptional enhancing feature which benefits the Government. Any weakness is minor.
Highly Satisfactory (HS)	Proposal exceeds requirements in a way that benefits the Government or meet requirements and contains enhancing features which benefit the Government. Any weakness is minor.
Satisfactory (S)	Proposal meets requirements. Any weaknesses are acceptable to the Government.
Marginal (M)	Proposal contains weaknesses or minor deficiencies which could have some impact if accepted.
Unsatisfactory (U)	Proposal does not comply substantially with requirements.

<b>Proposal Risk Ratings</b>	
Low (L)	Has little or no potential to cause disruption of schedule, increase in cost, or degradation of performance. Normal contractor effort will probably be able to overcome difficulties.
Medium (M)	Can potentially cause some disruption of schedule, increase in cost or degradation of performance. However, special contractor emphasis will probably be able to overcome difficulties.
High (H)	Likely to cause significant serious disruption of schedule, increase in cost, or degradation of performance even with special contractor emphasis.

2.2.2 In addition to other considerations when determining the proposal risk, evaluation will consider the advantages and disadvantages to the Government that might result from making more than one award (multiple awards). **As a part of the evaluation, the Government will consider the uniqueness of each team composition in the proposal risk decision process.** The likelihood of a contractor's ability to satisfactorily perform on multiple future delivery/task orders, as both a subcontractor and a prime contractor or on multiple teams, will be considered in the proposal risk.



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### **2.3 Proposal Assessments**

2.3.1 When the integrated assessment of all aspects of the evaluation is accomplished, the merit assessments, proposal risk assessments, and performance risk assessments are all considered. The equality of the merit assessments and two types of risk assessments is conceptual, not numerical, in nature. All of these assessments influence the Source Selection Authority's decision.

2.3.2 General considerations do not receive a merit rating, proposal risk assessment, or performance risk assessment.

2.4 The offeror shall meet the minimum requirements listed in the specific criteria at paragraph M.3. Any features or technical capabilities that enhance the offerors proposal will be considered in the best value determination.

2.5 If, during the evaluation period, it is determined to be in the best interest of the Government to hold discussions, offeror responses, and the final proposal revision, will be considered in making the best value decision.

### **M.3 SPECIFIC CRITERIA**

#### **M.3.1 LOT I - LIVE**

1.0 AREA 1 – PRESENT AND PAST PERFORMANCE – The offeror's and its principal subcontractor's or team members' demonstrated past performance in delivering quality products and in meeting technical, cost, and schedule requirements on relevant programs will be assessed. Included in the offeror's past performance evaluation will be an assessment of demonstrated capabilities in each applicable product area. This composite assessment of demonstrated past performance within contractor/subcontractor/Government integrated project teams will be assessed to ascertain the ability to support the scope of products and services within each Lot. Achieved levels of customer satisfaction will be assessed. Problems not addressed by the offeror will be considered to still exist. The degree to which the offeror can demonstrate that it has successfully adopted and applied the principles and techniques of continuous systemic improvement in resolving past performance problems will be evaluated.

1.1 Factor 1.1 - MANAGEMENT AND MANUFACTURING PROCESSES. Evaluation of each offeror's management and manufacturing processes will be based upon the following sub-factors:

1.1.1 Sub-Factor 1.1.1 - Engineering Processes and Applied Management. This sub-factor evaluates the offeror's responses to requested information, supporting data, and if applicable, results of any Government assessment relative to systems engineering and applied management capabilities and processes.

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Required topics for Sub-Factor 1.1.1 are listed below:

1.1.1.1 The offeror's tools and internal practices for decomposition, tracking and verifying requirements and managing/controlling baselines will be evaluated.

1.1.1.2 The offeror's specific capabilities to develop and support training or instrumentation systems will be evaluated.

1.1.1.3 Program organizational structure for current and past programs will be evaluated along with tools and technologies used for cost and schedule control, risk management, and program status, while providing the Government insight and access to program status and data.

1.1.1.4 The offeror's capability to provide interim logistics support, experience in developing a Life Cycle Support Plan (LCSP) and experience in transitioning to Life Cycle Contractor Support (LCCS) will be evaluated.

1.1.2 Sub-Factor 1.1.2 - Hardware/Software Development and Integration. This sub-factor evaluates the offeror's response to requested information, supporting data, and the results of any Government assessment relative to hardware/software development and integration capabilities and processes and software quality program.

Required topics for Sub-Factor 1.1.2 are listed below:

1.1.2.1 Software development planning processes and procedures will be evaluated.

1.1.2.2 Current and past program designs will be evaluated to determine the application of software architectures in real-time simulations.

1.1.2.3 Software Quality Assurance (SQA) records and software management indicators will be evaluated to determine the level of software controls accomplished prior to hardware/software integration (HSI). Procedures will be evaluated to determine the methodologies used for HSI.

1.1.2.4 The extent of SQA coverage in the development and generation of software designs will be evaluated.

1.1.2.5 The offeror's internal practices and tools for the documentation of hardware requirements, synthesis of hardware designs, generation of drawings, and control of interfaces will be evaluated.

1.1.3 Sub-Factor 1.1.3 - Hardware Manufacturing and Quality. This sub-factor evaluates the offeror's response to requested information, supporting data, and if applicable, the results of the Government assessment relative to hardware manufacturing and quality capabilities and processes.

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Required topics for Sub-Factor 1.1.3 are listed below:

1.1.3.1 The offeror's capability in program planning with regard to manufacturing activities will be evaluated.

1.1.3.2 The offeror's capability and capacity to fabricate, assemble, integrate, and test training devices will be evaluated.

1.1.3.3 The offeror's QA plans, procedures and instructions will be evaluated.

### 1.2 Factor 1.2 - BUSINESS RELATIONSHIPS.

1.2.1 Sub-Factor 1.2.1 - Integrated Product Teams. This sub-factor evaluates the offeror's corporate culture with respect to Integrated Product and Process Development. This includes the willingness to openly share information with Government and other industry partners, to involve the correct disciplines in project decisions, and the formality of the relationships between customers, vendors, suppliers, teaming partners, and prime developers.

Required topics for Sub-Factor 1.2.1 are listed below:

1.2.1.1 The offeror's application of Integrated Product Teams with the Government as a participant will be evaluated.

1.2.1.2 The offeror's application of Integrated Product Teams with their subcontractors as participants will be evaluated.

1.2.1.3 The offeror's implementation of Integrated Product Team training for selected team participants will be evaluated.

1.2.2 Sub-Factor 1.2.2 - Associate Contractor Agreement. This sub-factor will evaluate the offeror's management culture for interchange of project critical information and willingness to enter into agreements with competitors while maintaining control of proprietary concerns.

1.2.3 Sub-Factor 1.2.3 - Flexibility and Responsiveness. This sub-factor will evaluate the offeror's capability to quickly and efficiently incorporate changes into a project or program. In addition, the offeror's efforts toward enhancing technology capabilities of the product area and the spirit to lead versus follow technology will be evaluated.

Required topics for Sub-Factor 1.2.3 are listed below:

1.2.3.1 As customer requirements evolve or change, the offeror's capability to quickly and efficiently incorporate those changes into the project or program will be evaluated.

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1.2.3.2 Offeror's efforts towards enhancing technology capabilities applicable to the advancement of the product area will be evaluated.

1.2.4 Sub-Factor 1.2.4 - Exercises and Experiments. This sub-factor applies to the Advanced Concepts product area and other product areas, as applicable. The offerors will be evaluated on their ability to successfully conduct stand-alone and/or system integration exercises and experiments.

Required topics for Sub-Factor 1.2.4 are listed below:

1.2.4.1 The offeror's ability to verify, track, and satisfy customer requirements and the planning tools and internal control practices will be evaluated.

1.2.4.2 The offeror's specific capabilities to develop or modify software and hardware and support event scenarios and events. Where necessary, integrate multiple systems from one or more agencies.

1.2.4.3 Experiment and exercise analysis and report procedures will be evaluated.

1.3 Factor 1.3 – SUBCONTRACT MANAGEMENT PLAN. The extent to which the Offerors identified and committed to utilizing Small Businesses (SBs), Small Disadvantaged Businesses (SDBs), Woman-Owned Small Businesses (WOSBs), HUB Zones (HZs), and Historically Black Colleges/Universities and Minority Institutions (HBCU/MIs) in the performance of their contract will be evaluated. Such utilization may be as the contractor or subcontractor, or as a member of a joint venture or other contractor teaming arrangements. The evaluation will include the following:

1.3.1 The extent to which the proposal specifically identified SBs, SDBs, WOSBs, HZs, and HBCU/MIs and the actual dollar value of their participation, including the participation of the offeror, if it is a small business or an HBCU/MI, and the complexity of the items and services actually furnished by SBs, SDBs, WOSBs, HZs, and HBCU/MIs.

1.3.2. For all Offerors, an evaluation of performance over the past three years in complying with the requirements of FAR 52.219-8, Utilization of Small and Small Disadvantaged Business Concerns. An assessment of the risk of the offeror actually attaining the involvement of small business concerns as proposed.

1.3.3 For Offerors who are large businesses as defined by the Standard Industrial Code applicable to this solicitation, an additional evaluation of performance over the past three years in complying with the requirements of FAR 52.219-9 Small Business and Small Disadvantaged Business Subcontracting Plan. Where a large business has not held a contract that included FAR 52.219-9, its prior performance will be evaluated against FAR 52.219-8 only.

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2.0. AREA 2 - MANAGEMENT The management area will be evaluated on the following factors and sub-factors.

### 2.1 Factor 2.1 - INTEGRATED PROCESS AND PRODUCT DEVELOPMENT.

2.1.1 Sub-Factor 2.1.1 - Technical Processes. This sub-factor will evaluate the offeror's development/technical processes for appropriateness, measurability, repeatability, and commonality of the contractor or subcontractor(s) performing the task(s). This should include systems engineering, domain engineering, knowledge engineering, software development, configuration management, reuse, horizontal integration (HI) and integrated data environment.

2.1.2 Sub-Factor 2.1.2 - Management Processes. This sub-factor will evaluate the offeror's management processes and procedures involving the interactions with the Government, teaming interactions and agreements, personnel training, and integrated data environment which includes program management tools.

2.1.3 Sub-Factor 2.1.3 - Requirements Management. This sub-factor will evaluate the offeror's processes and tools for requirements delineation and validation of requirements through the life cycle of the effort. This includes requirement traceability and requirements verification throughout the IPT. This will also include the Logistics Management Information (LMI) tools and techniques used in the development of all life cycle support elements.

2.1.4 Sub-Factor 2.1.4 - Technical Expertise. This sub-factor will evaluate the offeror's technical capability. This should include the strategic planning and vision to maintain and grow expertise to meet emerging and future technological advances within the LOT.

2.2 Factor 2.2 - MANAGEMENT OF COST, SCHEDULE, PERFORMANCE, AND SUSTAINABILITY. This factor will evaluate the offeror's processes, procedures, metrics, and tools that will be used to accurately and timely track the cost, schedule, performance and sustainability of a task order(s). This should include decision-making processes (risk management and feedback mechanisms).

### 2.3 Factor 2.3 - COMMUNICATIONS.

2.3.1 Sub-Factor 2.3.1 - Organizational. This sub-factor will evaluate the offeror's capability to gather and distribute task order data and information between the various organizations that make up the Government-Industry IPT. This should include management of working data, data acquisition and lessons learned feedback.

2.3.2 Sub-Factor 2.3.2 - Traceability. This sub-factor will evaluate the offeror's processes and procedures for capturing, documenting, and applying decision making to task order(s).

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### 2.4 Factor 2.4 - CONTRACT MANAGEMENT.

2.4.1 Sub-Factor 2.4.1 - Teaming. This sub-factor evaluates the contractor teaming arrangements for each LOT proposed. This should include a description of the contractor teaming arrangements, business/academia interrelationships, and management decisions employed to effectively reach existing and emerging technologies as a means of solving programmatic challenges.

2.4.2 Sub-Factor 2.4.2 - Small Business Participation Plan. This sub-factor will evaluate the offeror's small business participation plan. This should include addressing how it will achieve the following goals for Small Business (SB), Small Disadvantaged Business (SDB), Women-Owned Small Business (WOSB), HUB Zones (HZ), and Historically Black Colleges/Universities and Minority Institutions (HBCU/MI):

SB	20%
SDB	5%
WOSB	5%
HBCU/MI	1%

	<u>FY00</u>	<u>FY01</u>	<u>FY02</u>	<u>FY03 and thereafter</u>
HUB Zones*	1.5%	2%	2.5%	3%

\* Note: The goals for HUB Zones increase by .5% until FY03 whereupon the 3% goal will remain for the years following FY03.

2.4.3 Sub-Factor 2.4.3 - Evaluation of Compensation for Professional Employees The Government will evaluate the compensation plan to assure that it reflects a sound management approach and understanding of the contract requirements. This evaluation will include an assessment of the offerors ability to provide uninterrupted high-quality work. The professional compensation proposed will be considered in terms of its impact upon recruiting and retention, its realism, and its consistency with a total plan for compensation.

### 3.0 AREA 3 – COST/PRICE

3.1 In evaluating offers, the Contracting Officer will perform a price reasonableness evaluation. Price reasonableness will be based on evaluation of market/labor conditions and price competition.

3.2 The total evaluated price will be determined as follows.

3.2.1 The Government will evaluate only those proposed labor rates submitted in the formatted cost/price evaluation sheet. A cost/price evaluation worksheet is at Attachment (7).

## **SECTION M – EVALUATION FACTORS FOR AWARD**

3.2.2 Hours are associated with the labor categories; therefore, the Government will evaluate all T&M proposed labor rates on an overall unit price basis. The proposed unit price for each labor category will be multiplied by the estimated hours the Government has determined to be representative of the effort anticipated to be expended over the initial three contract fiscal years. This product will result in a total evaluated price.

3.2.3 Price reasonableness is a matter of the competitiveness of the offeror's proposal, considering the total price of identified labor and material. Competitiveness is not determined by simple comparisons with the prices proposed by other offerors, but involves making trade-offs among offers with varying advantages.

3.2.4 As part of this evaluation, the Government may consider DCAA audit information and other information the Government deems relevant.

### **M.3.2 LOT II - VIRTUAL**

The Government will use the same evaluation methods and criteria as stipulated in M.1, M.2, and M.3.1.

### **M.3.3 LOT III - CONSTRUCTIVE**

The Government will use the same evaluation methods and criteria as stipulated in M.1, M.2, and M.3.1.

### **M.3.4 LOT IV - TEST-INSTRUMENTATION**

The Government will use the same evaluation methods and criteria as stipulated in M.1, M.2, and M.3.1.